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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1481.] [22 September 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.
WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die bylae hiervan verskyn en op die Was-, Skoonmaak- en Kleurnywerheid (Kaap) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakverenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (i), 19, 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Wellington en daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (i), 19, 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Wellington en daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
 Minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1481.] [22 September 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.
LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE).

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry (Cape), shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement excluding those contained in clauses 1 (1), 2, 5 (6) (i), 19, 20 and 21, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February 1957, fell within the Magisterial District of Bellville; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February 1957, fell within the Magisterial District of Bellville and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (i), 19, 20 and 21, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
 Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Cape Town and District Laundry, Cleaners' and Dyers' Association

(hieronder "die werkgewers" of "die werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Laundering, Cleaning and Dyeing Workers en die

Laundering, Cleaning and Dyeing Workers Union of South Africa (hieronder "die werknemers" of "die vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrostrikte die Kaap, Wynberg, Bellville, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Wellington en in daardie gedeelte van die landdrostrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 in die landdrostrik Bellville geval het, nagekom word deur alle werkgewers wat die Was-, Skoonmaak- en Kleurnywerheid beoefen en wat lede van die werkgewersorganisasie is, en deur alle werknemers wat in daardie Nywerheid werksaam is en wat lede van die vakverenigings is.

(2) Ondanks die bepalings van subklousule (1) is die bepalings van hierdie Ooreenkoms van toepassing op slegs daardie werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister ingevolge subartikel (1) van artikel 48 van die Wet bepaal word en bly drie jaar lank van krag of vir 'n tydperk wat hy mag vasstel.

3. WOORDOMSKRYWINGS.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in die Wet, en tensy dit onbestaanbaar met die samehang is, beteken—

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir die toepassing van hierdie woordskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy vakleerlingskap uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of 'n vaardigheidsertifikaat het wat aan hom deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat aan hom deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet uitgereik is.

"ambagsman se assistent" 'n werknemer wat 'n ambagsman of 'n faktotum bystaan deur artikels of gereedskap vas te hou of op 'n ander wyse met hom saamwerk, anders as deur die selfstandige gebruik van gereedskap, en wat kragaangedrewe masjiene of voertuie kan olie of smeer;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterpeil en stoomdruk in 'n ketel in stand hou en wat die vuur in sodanige ketel kan maak, aan die gang hou of uittrek;

"massasorteerder" 'n werknemer wat behandelde en/of klaar artikels sorteer volgens die kodemerk van die ontvangdepot, agent of werwer maar nie volgens die volledige uitkenningmerke van die klant nie, met dien verstande dat 'n massasorteerder artikels mag ophang en volgens depotlyne sorteer (graad IV);

"kalandermasjiën- of mangelbediener" 'n werknemer wat artikels in 'n kalandermasjiën- of mangel voer of daar uitneem of sodanige artikels opvou en wat die masjiën kan aan- of afskakel en dit sluit in 'n skudder, bereider, ontvanger en opvouer (graad IV);

"werwer" 'n werknemer wat bestellings inwag, aanvra of werf, vir artikels wat gewas, droogskoongemaak of gekleur moet word en wat goederde kan bymekeer maak om gewas, droogskoongemaak of gekleur te brym, pryse kan kwoteer en fakture uitreik, en artikels aan kliente kan aflewer, betaling daarvoor kan ontvang en kwitansies uitreik;

"werwer, graad A," 'n werwer wat met 'n motorvoertuig van meer as 1,000 lb onbelaste gewig sy werk doen;

"werwer, graad B," 'n werwer wat met 'n motorvoertuig van hoogstens 1,000 lb onbelaste gewig sy werk doen;

"werwer, graad C," 'n werwer wat met enige ander soort voertuig sy werk doen;

"los werknemer" 'n werknemer wat hoogstens 3 dae in 'n week by dieselfde werkgewer werk;

"onderbaas" 'n werknemer wat, onder die toesig van 'n voorman, voorvrou, skoonmaker of kleurder, verantwoordelik is vir 'n groep of afdeling werknemers;

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Town and District Laundry, Cleaners' and Dyers' Association

(hereinafter referred to as "the employers' organisation") of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers and the

Laundering, Cleaning and Dyeing Workers' Union of South Africa

(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Wellington and that portion of the Magisterial District of Malmesbury which prior to publication of Government Notice No. 171 of the 8th February 1957, fell within the Magisterial District of Bellville by all employers who are engaged in the Laundry, Cleaning and Dyeing Industry and are members of the employers' organisation, and by all employees who are employed in that Industry and are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of those employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section forty-eight of the Act, and shall remain in force for three years or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and unless inconsistent with the context—

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

"artisan's assistant" means an employee who assists an artisan or a handyman by holding articles or tools or otherwise working with him, other than by the independent use of tools, and who may oil or grease powerdriven machines or vehicles;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"bulk sorter" means an employee engaged in sorting processed and finished articles according to the code mark of the depot, agent or canvasser, but not according to the customer's complete identification marks, provided that a bulk sorter may hang up and sort onto depot lines (grade IV);

"calender machine or mangle operator" means an employee who is engaged in feeding articles into or taking articles from a calender machine or mangle or folding such articles and who may start or stop the machine, and includes a shaker, preparer, receiver and folder (grade IV);

"canvasser" means an employee who is engaged in inviting, soliciting or canvassing orders for goods to be laundered, dry cleaned or dyed and who may collect goods for laundering, dry cleaning or dyeing, may quote prices and issue invoices, and may deliver goods to customers and accept payment therefor and issue receipts;

"canvasser, grade A," means a canvasser who operates from a motor vehicle the unladen weight of which exceeds 1,000 lb;

"canvasser, grade B," means a canvasser who operates from a motor vehicle the unladen weight of which exceeds 1,000 lb;

"canvasser, grade C," means a canvasser who operates from any other kind of transport;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"chargehand" means an employee who, under the supervision of a foreman, forewoman, cleaner or dyer, is in charge of a group or section of employees;

"nasiener" 'n werknemer wat artikels vóór of ná die skoonmaakproses met die lys van klante of die onderneming se fakture vergelyk en wat—

(a) fakture onder toesig van 'n faktuurklerk kan invul en pryse kan opteken;

(b) afskrifte van die klant se lys of die fabriek se faktuur kan maak;

(c) versendingslyste kan opstel;

(d) die gewig en die hoeveelheid behandelde goedere kan bereken en opteken;

"nasiener, gekwalifiseer," 'n nasiener met minstens 12 maande ondervinding;

"nasiener, ongekwalifiseer," 'n nasiener met minder as 12 maande ondervinding;

"nasienshulp" 'n werknemer wat pakkies of bondels artikels wat ontvang is, oopmaak en die stukke vir die nasiener uittel of afroep en wat artikels kan klassifiseer, maar nie volgens die klant se volledige uitkenningmerk nie (graad IV);

"skoonmaker" 'n werknemer wat in die droogskoonmaakafdeling van 'n onderneming—

(a) beheer het oor of toesig hou oor die werk van werknemers wat in die droog- of natskoonmaakproses werkzaam is;

(b) verantwoordelik is vir die behandeling wat toegepas moet word om kolle of vlekke te verwyder;

(c) standaardoplossings kan aanmaak of vlekuihalers uitreik;

(d) self werkzaam kan wees in die werk waarvoor hy toesig hou en beheer het;

"skoonmaker, gekwalifiseer," 'n skoonmaker met minstens 3 jaar ondervinding;

"skoonmaker, ongekwalifiseer," 'n skoonmaker met minder as 3 jaar ondervinding;

"klerk" 'n werknemer wat skryf-, tik-, lisseer- of enige ander vorm van klerklike werk doen en dit omvat 'n kassier, 'n pakhuisman en 'n telefonis maar nie enige ander klas werknemer wat elders in hierdie klousule omskryf word nie, ongeag die feit dat klerklike werk deel van so 'n werknemer se pligte kan uitmaak;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens 4 jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as 4 jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens 5 jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as 5 jaar ondervinding;

"insamelaar" 'n werknemer wat goedere te voet, per trapfiets of stootkarretjie moet afhaal of aflewer, of wat 'n werwer of 'n bestuurder van 'n motorvoertuig kan vergesel om goedere af te haal of af te lewer en wat ten opsigte daarvan ontvangstrokie kan uitreik en geld in ontvangs neem, maar wat nie die voertuig mag bestuur of bestellings inwag, aanvra of werf nie (man: (graad III);

"depot" persele wat deur die werkgewer gebruik word vir die ontvang van artikels wat gewas, droogskoongemaak of gekleur moet word en, ná behandeling, om sodanige artikels aan klante terug te besorg;

"depotassistent" 'n werknemer wat in 'n depot een of meer van die volgende werksaamhede verrig:—

(a) Artikels van klante vir was, droogskoonmaak of kleur ontvang en sodanige artikels ná behandeling aan klante terugbesorg;

(b) geld van klante in ontvangs neem;

(c) geld bank;

(d) depotrekords hou;

(e) toesig oor insamelaars hou;

"depotassistent, gekwalifiseer," 'n depotassistent met minstens 12 maande ondervinding;

"depotassistent, ongekwalifiseer," 'n depotassistent met minder as 12 maande ondervinding;

"depotassistent, deeltids," 'n depotassistent wat by die week of maand vir hoogstens 5 gewone werkure op 'n dag, of 24 gewone werkure in 'n week in diens is;

"motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n werwer, wat 'n motorvoertuig dryf om personeel of goedere te vervoer en wat, by die aflewering van goedere, betaling daarvoor kan ontvang en, vir die toepassing van hierdie omskrywing, sluit "die dryf van 'n motorvoertuig" alle tydperke in wat bestee word aan dryf en alle tyd wat die werknemer aan werk in verband met die voertuig of die vraag bestee asook alle tydperke wat hy op sy pos moet bly, gereed om te dryf;

"kleurder" 'n werknemer wat besig is by of toesig hou oor die kleur- en bleikproses en wat besluit oor die aard, tipe, vermenging en aanwending van die kleurstowwe of ander chemikalieë wat gebruik moet word;

"noodwerk" alle werk wat as gevolg van die onklaarraking van masjinerie of installasie, of die instorting of dreigende instorting van geboue of ander onvoorsiene gebeurlikhede soos brande, storms, ongelukke, epidemies, gewelddade of diefstal, sonder versuim gedoen moet word, en dit sluit werk in wat vir sake gedoen moet word;

"checker" means an employee engaged in verifying articles before or after the cleaning process with customers' lists or the establishment's invoices and who may—

(a) under the supervision of an invoice clerk, complete invoices and enter prices;

(b) make copies of the customer's list or the factory's invoice;

(c) compile despatch sheets;

(d) determine and record the weight and quantity of processed articles;

"checker, qualified" means a checker who has had not less than 12 months' experience;

"checker, unqualified," means a checker who has had less than 12 months' experience;

"checker's assistant" means an employee engaged in opening up parcels or bundles of articles received and counting out or calling over the pieces for the checker, and who may classify articles, but not according to the customers' complete identification mark (grade IV);

"cleaner" means an employee who, in the dry cleaning section of an establishment—

(a) controls or supervises the work of employees engaged in the dry or wet cleaning process;

(b) is responsible for treatment to be applied in removing spots or stains;

(c) may compound stock solutions or issue spotremovers;

(d) may himself be engaged in the work which he controls or supervises;

"cleaner, qualified," means a cleaner who has had not less than three years' experience;

"cleaner, unqualified," means a cleaner who has had less than three years' experience;

"clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, storeman, and a telephone operator, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

"clerk, female, qualified," means a female clerk who has had not less than four years' experience;

"clerk, female, unqualified," means a female clerk who has had less than four years' experience;

"clerk, male, qualified," means a male clerk who has had not less than five years' experience;

"clerk, male, unqualified," means a male clerk who has had less than five years' experience;

"collector" means an employee who is required to collect or deliver goods on foot, by pedal cycle or push cart, or who may accompany a canvasser or a driver of a motor vehicle to collect or deliver goods, and who in respect thereof may issue dockets and accept payment, but who may not drive the vehicle or invite, solicit or canvass orders (male: grade III);

"depot" means premises used by the employer for the purpose of receiving articles to be laundered, dry cleaned, ironed or dyed and after processing for the purpose of re-issuing such articles to customers;

"depot assistant" means an employee who, in a depot, is engaged in one or more of the following operations:—

(a) Receiving from customers, articles to be laundered, dry cleaned or dyed and re-issuing such articles to customers after processing;

(b) accepting money from customers;

(c) banking of money;

(d) keeping of records of the depot;

(e) supervising collectors;

"depot assistant, qualified," means a depot assistant who has had not less than 12 months' experience;

"depot assistant, unqualified," means a depot assistant who has had less than 12 months' experience;

"depot assistant, part-time," means a depot assistant who is employed by the week or month for not more than 5 ordinary hours of work on any day, or 24 ordinary hours of work in any week;

"driver of motor vehicle" means an employee, other than a canvasser, engaged in driving a motor vehicle for the purpose of transporting personnel or goods and who on delivery of goods may accept payment therefor and for the purpose of this definition

"driving a motor vehicle" includes all periods of driving and any time spent by the employee in connection with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"dyer" means an employee who is engaged in or who supervises the dyeing and bleaching process and who decides on the nature, type, blending and application of the dyes or other chemicals to be used;

"emergency work" means any work which, owing to the breakdown of machinery or plant or to the breakdown or threatened breakdown of buildings or to other unforeseen circumstances such as fire, storm, accident, epidemic, act of violence or theft, must be done without delay, and includes work to be done for ships;

“bedryfsinrigting” enige perseel waarop of in verband waarmee een of meer werknemers in diens is, in enige werksaamheid omskryf in die Was-, Droogskoonmaak- en Kleurnywerheid; “ondervinding” —

(1) met betrekking tot 'n klerk, 'n fabrieksklerk of 'n faktuurklerk, die totale tydperk of tydperke diens wat 'n werknemer in die bedryf of in die diens van die Staat onderskeidelik as 'n klerk, 'n fabrieksklerk of 'n faktuurklerk gehad het;

(2) met betrekking tot enige ander klas werknemer, die totale tydperk of tydperke diens wat 'n werknemer in sy klas in die Was-, Droogskoonmaak- en Kleurnywerheid gehad het;

“fabrieksklerk” 'n werknemer wat een of meer van die volgende pligte uitvoer:—

- (a) Hoeveelhede weeg of tel en aanteken;
- (b) dienstrydperke en ander besonderhede met betrekking tot produksie aanteken;
- (c) die verloop van werk in die fabriek aanteken;
- (d) gegewens omtrent rekvisies vir of uitreiking van materiaal en uitrusting aanteken;
- (e) van uitgaande pakkette boekhou of vorms vir kosteberekening of aan rekorddoeleindes invul;

“fabrieksklerk, gekwalifiseer,” 'n fabrieksklerk met minstens 12 maande ondervinding;

“fabrieksklerk, ongekwalifiseer,” 'n fabrieksklerk met minder as 12 maande ondervinding;

“finale ondersoeker” 'n werknemer wat gewaste, skoon-gemaakte of gekleurde artikels ná voltooiing van al die betrokke prosesse, vir foute of vlekke ondersoek (graad I);

“afwerker” 'n werknemer, uitgesonderd 'n kalendermasjien-bediener, wat goedere ná behandeling na fatsoen stryk, pers of stoom en kleiner verstellings aan 'n masjien kan doen waarmee hy werk (graad I en III);

“eerste ondersoeker” 'n werknemer wat artikels of voor of ná die skoonmaakproses ondersoek vir merke of vlekke en wat merke of vlekke met 'n droë borsel of met 'n borsel en water kan verwyder (graad III);

“voorman” 'n manlike werknemer wat toesig hou oor en verantwoordelik is vir die werknemers (uitgesonderd klerke en ontvangdepotbedieners) in 'n bedryfsinrigting en wat seker maak dat die werk behoorlik en doelmatig uitgevoer word;

“voorvrou” 'n vroulike werknemer wat toesig hou oor en verantwoordelik is vir die werknemers (uitgesonderd klerke en ontvangdepotbedieners) in 'n bedryfsinrigting en wat seker maak dat die werk behoorlik en doelmatig uitgevoer word;

“algemene werker” 'n werknemer wat een of meer van die volgende pligte uitvoer:—

- (1) Hulp op afleweringvoertuie verleen;
- (2) 'n masjienbediener help deur artikels in 'n masjien in te voer of daarvan af te haal;
- (3) etikette met die hand aanheg;
- (4) artikels met 'n droë borsel vóór en ná die skoonmaakproses afborsel;
- (5) dra, optel, opstapel, oplaai of aflaai, maar nie met 'n krag-aangedrewe toestel nie;
- (6) persele of voertuie, meubels, gerei, masjinerie of gereedskap skoonmaak of poleer;
- (7) tuinwerk;
- (8) tee of soortgelyke drank maak of tee of soortgelyke drank aan werknemers of sy werkgever opdien;
- (9) sakke, bale, kaste of ander houers oop- of toemaak;
- (10) 'n nie-krag-aangedrewe hystoestel bedien;
- (11) 'n stofsuier of 'n taptyklopper bedien;
- (12) 'n voertuig stoot of trek, maar nie met 'n krag-aangedrewe toestel nie;
- (13) afval of as verwyder;
- (14) artikels uitskud;
- (15) steenkool skep of karwei;
- (16) artikels in klasse, maar nie volgens kodemerke, fakture of uitkenningstekens nie, sorteer;
- (17) 'n Kleurstofoplossing gedurende die kleurproses roer;
- (18) diere versorg, inspan of uitspan;
- (19) sakke omkeer;
- (20) goedere toedraai;
- (21) volgens 'n vasgestelde skaal weeg of verbruiksvoorrade of reserwevoorrade tel;

“graad I-werknemer” 'n werknemer in diens in een of meer van die volgende hoedanighede:—

- (a) Bediener van 'n droogskoonmaakmasjien wat perchloroëtileen gebruik;
- (b) afwerker in die droogskoonmaakafdeling;
- (c) finale ondersoeker;
- (d) heelmaker;
- (e) vliekuithaler;

“graad I-werknemer, gekwalifiseer,” 'n graad I-werknemer met minstens 6 maande ondervinding;

“graad I-werknemer, ongekwalifiseer,” 'n graad I-werknemer met minder as 6 maande ondervinding;

“graad II-werknemer” 'n werknemer in diens in een of meer van die volgende hoedanighede:—

- (a) masjienbediener;
- (b) merker;
- (c) sorteerder;
- (d) verpakker;
- (e) waterborselaar;

“graad II-werknemer, gekwalifiseer,” 'n graad II-werknemer met minstens 6 maande ondervinding;

“establishment” means any premises in or in connection with which one or more employees are engaged in any activity specified in the Laundry, Dry Cleaning and Dyeing Industry;

“experience” means—

(1) in relation to a clerk, a factory clerk or an invoice clerk, the total period or periods of employment which an employee has had in any trade or in the service of the State as a clerk, a factory clerk or an invoice clerk, respectively;

(2) in relation to any other class of employee, the total period or periods of employment which an employee has had in his class in the Laundry, Dry Cleaning and Dyeing Industry;

“factory clerk” means an employee engaged in one or more of the following duties:—

- (a) Weighing or counting and recording quantities;
- (b) recording performance times and other particulars relating to production;
- (c) recording the progress of work in the factory;
- (d) recording the particulars in regard to requisitions for and issues of supplies and equipment;
- (e) booking out parcels or completing forms for costing or record purposes;

“factory clerk, qualified,” means a factory clerk who has had not less than 12 months' experience;

“factory clerk, unqualified,” means a factory clerk who has had less than 12 months' experience;

“final examiner” means an employee engaged in examining laundered, cleaned or dyed articles for faults or blemishes after the completion of all the processes involved (grade I);

“finishing hand” means an employee, other than a calender machine operator, engaged in ironing, pressing or steaming articles to shape after processing, and who may carry out minor adjustments to the machine which he operates (grades I and III);

“first examiner” means an employee engaged in examining articles for marks or stains either before or after the cleaning process and who may remove marks or stains with a dry brush or with brush and water (grade III);

“foreman” means a male employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

“forewoman” means a female employee who supervises and is in charge of the employees (other than clerks and receiving depot attendants) in an establishment and who ensures that the work is properly and efficiently performed;

“general worker” means an employee who is engaged in any one or more of the following operations:—

- (1) Assisting on delivering vehicles;
- (2) assisting a machine operator by feeding articles into or taking them from a machine;
- (3) attaching labels by hand;
- (4) brushing articles with a dry brush prior and subsequent to the cleaning process;
- (5) carrying, lifting, stacking, loading or unloading, other than by power-driven device;
- (6) cleaning or polishing premises or vehicles, furniture, utensils, machinery or implements;
- (7) gardening work;
- (8) making tea or similar beverages or serving tea or similar beverages to employees or his employer;
- (9) opening or closing bags, bales, boxes or other containers;
- (10) operating a non-power-driven hoist;
- (11) operating a vacuum-cleaner or a carpet-beater;
- (12) pushing or pulling a vehicle, other than by power-driven device;
- (13) removing refuse or ashes;
- (14) shaking out articles;
- (15) shovelling or carting coal;
- (16) sorting articles into categories but not according to code marks, invoices or identification marks;
- (17) stirring a dye solution during the process of dyeing;
- (18) tending, harnessing or unharnessing animals;
- (19) turning pockets out;
- (20) wrapping articles;
- (21) weighing to set scale or counting consumable supplies or spares;

“grade I employee” means an employee engaged in one or more of the following capacities:—

- (a) Perchloroethylene dry-cleaning machine operator;
- (b) finishing hand in the dry cleaning section;
- (c) final examiner;
- (d) mender;
- (e) spotter;

“grade I employee, qualified,” means a grade I employee who has had not less than six months' experience;

“grade I employee, unqualified,” means a grade I employee who has had less than six months' experience;

“grade II employee” means an employee engaged in one or more of the following capacities:—

- (a) Machine operator;
- (b) marker;
- (c) sorter;
- (d) packer;
- (e) water brusher;

“grade II employee, qualified,” means a grade II employee who has had not less than six months' experience;

"graad II-werknemer, ongekwalifiseer," 'n graad II-werknemer met minder as 6 maande ondervinding;

"graad III-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

- (a) afwerker in die was- of kleurafdelings;
- (b) ambagsman se assistent;
- (c) bode;
- (d) gewone naaldwerker;
- (e) insamelaar, man;
- (f) eerste ondersoeker;

"graad III-werknemer, gekwalifiseer," 'n graad III-werknemer met minstens 3 maande ondervinding;

"graad III-werknemer, gekwalifiseer," 'n graad III-werknemer nemer met minder as 3 maande ondervinding;

"graad IV-werknemer" 'n werknemer in diens in een of meer van die volgende hoedanighede:—

- (a) 'n kalandermasjien of mangelbediener;
- (b) massasorteerder;
- (c) nasienersassistent;
- (d) natskoonmaker;

"faktotum" 'n werknemer wat kleinere herstel- of verstelwerk aan masjinerie of uitrusting verrig en wat kleinere herstel- of opknappingswerk aan geboue mag verrig maar wat nie werk doen wat gewoonlik deur 'n ambagsman verrig word nie.

"Aansporingsloonstelsel" 'n stelsel waarvolgens die besoldiging van 'n werknemer op die grondslag van hoeveelheid of volume werk deur hom gedoen, bereken word;

"fynstopper" 'n werknemer wat artikels stop of heelmaak deur metodes wat bereken is om die oorspronklike stof- en kleurpatroon te herstel of te behou;

"fynstopper, gekwalifiseer," 'n fynstopper met minstens 1 jaar ondervinding;

"fynstopper, ongekwalifiseer," 'n fynstopper met minder as 1 jaar ondervinding;

"faktuurklerk" 'n werknemer, uitgesonderd 'n werwer, nasieners of depot-assistent, wat artikels op faktuurvorms inskryf en pryse aanteken;

"faktuurklerk, gekwalifiseer," 'n faktuurklerk met minstens 6 maande ondervinding;

"faktuurklerk, ongekwalifiseer," 'n faktuurklerk met minder as 6 maande ondervinding;

"Was-, Skoonmaak- en Kleurnywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers geassosieer is vir die doel om alle soorte geweefde, gespinde, gebreide of gehekelde stowwe of artikels van sulke stowwe gemaak, met inbegrip van stoffeerwerk of gestoffeerde artikels, te was, skoon te maak of te kleur en dit omvat al die werksaamhede wat daaruit voortvloei of daarby hoort, as dit uitgevoer word deur sodanige werkgewers en hul werknemers;

"masjienbediener" 'n werknemer wat een of meer van die volgende masjiene, met inbegrip van 'n masjien wat die funksies van twee of meer sulke masjiene kombineer, in die was- en droogskoonmaakafdeling bedien, laat werk, aansit of stopsit—

in die was- en droogskoonmaakafdelings—

- wasmasjiene;
- droogmasjiene;
- tuimelaars;
- tapytsjampoemasjiene;
- bensien- of ander droogskoonmaakmasjiene;
- in die kleurafdeling—
- alle masjiene, uitgesonderd persmasjiene;

maar sluit nie in die werk van 'n bediener van 'n droogskoonmaakmasjien wat perchloroëteleen gebruik nie;

Met dien verstande dat van 'n masjienbediener vereis kan word—

- (a) om sy masjiene of masjiene te olie en te smeer, dryfbande heel te maak en klein verstellingkies uit te voer;
- (b) die lengte en gewig van behandelde goedere vas te stel en aan te teken;
- (c) kleurstowwe of ander chemikalieë of bestandele te weeg of uit te meet;
- (e) goedere vir behandeling te klassifiseer (graad II);

"merker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Artikels met die hand of 'n masjien merk met die klante se uitkenningmerke, of op die materiaal self of op bandjies of lussies vir vashegting aan die artikels;
- (b) sulke merke op die bedryfsinrigting se faktuur aanteken of dit met die klant se lys vergelyk;
- (c) die artikels ondersoek en die toestand daarvan op die bedryfsinrigting se faktuur of die klant se lys aanteken en wat die artikels vir behandeling kan klassifiseer; artikels in massa tel en die totaal daarvan aanteken (graad II);

"heelmaker" 'n werknemer, uitgesonderd 'n fynstopper, wat geweefde of gebreide artikels verstel of heelmaak (graad I);

"bode" 'n werknemer wat briewe of boodskappe aflewer, state vou of in koeverte sit, koeverte verseël, 'n rubberstempel gebruik, briewe of pakkette pos of posstukke afhaal (graad III);

"motorvoertuig" 'n meganies aangedrewe voertuig uitgerus of bedoel vir die vervoer van vrigte of passasiers en dit sluit 'n "voorhaker" en 'n trekker in;

"verpakker" 'n werknemer wat artikels bymekaarmaak, toedraai en pakkette daarvan vir versending maak (graad II);

"grade II employee, unqualified," means a grade II employee who has had less than six months' experience;

"grade II employee" means an employee engaged in one or more of the following capacities:—

- (a) Finishing hand in the laundry or dyeing sections;
- (b) artisan's assistant;
- (c) messenger;
- (d) plain sewer;
- (e) collector, male;
- (f) first examiner;

"grade III employee, qualified," means a grade III employee who has had not less than three months' experience;

"grade III employee, unqualified," means a grade III employee who has had less than three months' experience;

"grade IV employee" means an employee engaged in one or more of the following capacities:—

- (a) Calender machine or mangle operator;
- (b) bulk sorter;
- (c) checker's assistant;
- (d) wet cleaner;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery or equipment and who may effect minor repairs or renovations to buildings but who does not do work normally performed by an artisan;

"incentive wage system" means a system whereby the remuneration of an employee is calculated on the basis of the amount or volume of work performed by him;

"invisible mender" means an employee engaged in darning or mending articles by applying methods designed to restore or retain the original fabric and colour pattern;

"invisible mender, qualified," means an invisible mender who has had not less than one year's experience;

"invisible mender, unqualified" means an invisible mender who has had less than one year's experience;

"invoice clerk" means an employee, other than a canvasser, checker or depot assistant, engaged in entering and pricing articles on invoices;

"invoice clerk, qualified," means an invoice clerk who has had not less than six months' experience;

"invoice clerk, unqualified," means an invoice clerk who has had less than six months' experience;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics or articles made from such fabrics, including upholstery or upholstered articles and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

"machine operator" means an employee who operates, attends, starts or stops, or feeds or takes off from one or more of the following machines—including any machine which combines the functions of two or more of such machines—

in the laundry and dry cleaning sections—

- washers;
- extractors;
- tumblers;
- carpet shampooing machines;
- benzine or other dry cleaning machines;

in the dyeing section—

- all machines other than pressing machines;

But does not include the work of a perchloroethylene dry cleaning machine operator:

Provided that a machine operator may be required—

- (a) to oil and grease his machine or machines, to repair belts and carry out minor adjustments;
- (b) to determine and record the length and weight of processed articles;
- (c) to weigh or measure out dyestuffs or other chemicals or ingredients;
- (d) to classify articles for processing (grade II);

"marker" means an employee who is engaged in one or more of the following operations:—

(a) Marking articles by hand or machine with customers' identification marks either on the material itself or on tapes or tabs for attachment to the articles;

(b) entering such markings on or verifying them with the establishment's invoice or the customer's list;

(c) examining the articles and recording the condition thereof on the establishment's invoice or the customer's list and who may classify articles for processing and count articles in bulk and record the total thereof (grade II);

"mender" means an employee, other than an invisible mender, engaged in altering or mending woven or knitted articles (grade I);

"messenger" means an employee who is engaged in delivering letters or messages, folding statements or inserting them in envelopes, sealing envelopes, rubber stamping, mailing correspondence or parcels, or collecting mail (grade III);

"motor vehicle" means a mechanically propelled vehicle equipped or intended for the transport of loads or passengers and includes a "mechanical horse" and a tractor;

"packer" means an employee engaged in assembling, wrapping and parcelling articles for despatch (grade II);

"bediener van 'n droogskoonmaakmasjien wat perchloroëtileen gebruik" 'n werknemer wat 'n kragaaangedrewe masjien bedien wat die oplosmiddel perchloroëtileen gebruik, dit laat werk, aansit of stopsit, en wat so 'n masjien met artikels kan voer of dit daaruit neem: Met dien verstande dat van sodanige werknemer vereis mag word om klein verstelinkies aan sodanige masjien uit te voer (graad I);

"gewone naaldwerker" 'n werknemer, uitgesonderd 'n heelmaker, wat een of meer van die volgende werksaamhede verrig:—

- (i) Broekomslae vasstik;
- (ii) hoedbande- en voerings, gordels, gespes, knope of ander vasmaakmiddels aanwerk;

"gewone naaldwerker, gekwalifiseer," 'n gewone naaldwerker met minstens 3 maande ondervinding;

"gewone naaldwerker, ongekwalifiseer," 'n gewone naaldwerker met minder as 3 maande ondervinding;

"korttyd" 'n tydelike vermindering van die getal werkure weens slapte in die bedryf, tekort aan grondstowwe, algemene onklaaraking van installasie of masjinerie of 'n werklike instorting of 'n dreigende instorting van geboue;

"sorteerder" 'n werknemer wat artikels volgens uitkenningsmerke, klante se lysste of die bedryfsinrigting se fakture sorteer of bymekaarmaak en wat sulke merke, lysste of fakture kan nagaan en fakture sorteer (graad II);

"vlekuithaler" 'n werknemer wat kolle of vlekke van artikels verwyder deur middel van standaardoplossings, behalwe seep, seepoplossings of seepoepier, maar wat ook die werk van 'n "waterborselaar" kan verrig en sy uitrusting gebruik (graad I);

"onbelaste gewig" die gewig van 'n motorvoertuig of sleepwa soos aangegeven op die lisensie of sertifikaat uitgereik ten opsigte van sodanige motorvoertuig of sleepwa deur 'n owerheid wat by wet gemagtig is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewiel motorfiets, bromponie of bromfiets of fiets met 'n hulpenjin die onbelaste gewig geag word hoogstens 1,000 lb te wees;

"loon" die geldbedrag aan 'n werknemer verskuldig ingevolge klousule 4 (1) ten opsigte van sy gewone werkure voorgeskryf in klousule 6: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer gereeld 'n groter bedrag as dié in klousule 4 (1) voorgeskryf, ten opsigte van sodanige gewone werkure betaal, dit die groter bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie opgevat moet word as verwysende na of insluitende enige besoldiging wat 'n werknemer, wat in diens is op enige grondslag in klousule 10 bepaal, bo en behalwe die bedrag ontvang het wat hy sou ontvang het as hy nie op so 'n grondslag in diens geneem was nie;

"wag" 'n werknemer wat persele of ander eiendom bewaak; "waterborselaar" 'n werknemer wat kolle of vlekke van artikels deur middel van seep, 'n seepoplossing of seepoepier verwyder deur middel van 'n borsel, spuit, lap, spons of stoomspuit (graad II);

"natskoonmaker" 'n werknemer wat artikels was deur middel van water en seep of 'n seepoplossing of seepoepier deur 'n borsel, lap of spons te gebruik (graad IV).

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas werk en afdeling te wees van die Was-, Droogskoonmaak- en Kleurnywerheid waarin hy hoofsaaklik of uitsluitlik in diens is.

4. BESOLDIGING.

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:—

(a) *Werknemers, uitgesonderd los werknemers.*

	Per week. R
Ambagsman.....	34.00
Werwer, graad A.....	15.40
Werwer, graad B.....	11.00
Werwer, graad C.....	8.50
Onderbaas: R1 per week meer as die hoogste loon in hierdie Ooreenkoms voorgeskryf vir 'n werknemer onder sy toesig.	
Skoonmaker, gekwalifiseer.....	26.00
Skoonmaker, ongekwalifiseer—	
Vir eerste jaar ondervinding.....	12.50
Vir tweede jaar ondervinding.....	16.50
Vir die derde jaar ondervinding.....	21.00
Klerk, vrou, gekwalifiseer.....	15.69
Klerk, vrou, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	8.54
Gedurende tweede jaar ondervinding.....	10.15
Gedurende derde jaar ondervinding.....	12.00
Gedurende vierde jaar ondervinding.....	13.90
Klerk, man, gekwalifiseer.....	23.07
Klerk, man, ongekwalifiseer—	
Gedurende eerste jaar ondervinding.....	9.23
Gedurende tweede jaar ondervinding.....	12.00
Gedurende derde jaar ondervinding.....	14.77
Gedurende vierde jaar ondervinding.....	17.54
Gedurende vyfde jaar ondervinding.....	20.31
Dryer van 'n motorvoertuig, waarvan die onbelaste gewig—	
(i) hoogstens 1,000 lb is.....	9.20
(ii) meer as 1,000 lb maar hoogstens 6,000 lb. is.....	13.30
(iii) meer as 6,000 lb is.....	16.70

"perchloroethylene dry-cleaning machine operator" means an employee who operates, attends, starts or stops a power-driven perchloroethylene solvent machine and who may feed or take off from such machine: Provided that such an employee may be required to carry out minor adjustments to such a machine (grade I);

"plain sewer" means an employee, other than a mender, engaged in one or more of the following:—

- (i) Tacking trouser turn-ups;
- (ii) attaching hat bands and linings, belts, buckles, buttons or other fasteners;

"plain sewer, qualified" means a plain sewer who has had not less than three months' experience;

"plain sewer, unqualified" means a plain sewer who has had less than three months' experience;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

"sorter" means an employee engaged in sorting or assembling articles according to identification marks, customers' lists or the establishment's invoices and who may check such marks, lists or invoices and sort invoices (grade II);

"spotter" means an employee engaged in removing spots or stains from articles by means of stock solutions other than soap, soap solution or soap powder but who may also perform the duties and use the equipment of a "water brusher" (grade I);

"unladen weight" means the weight of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two or three wheeled motor cycle, motor scooter or motorcycle or cycle fitted with an auxiliary engine the unladen weight shall be deemed not to exceed 1,000 lb;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 6: Provided—

(i) that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it means such higher amount;

(ii) that the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on any basis provided for in clause 10 received over and above the amount which he would have received if he had not been employed on such a basis;

"watchman" means an employee engaged in guarding premises or other property by day or by night;

"water brusher" means an employee engaged in removing spots or stains from articles by means of soap, soap solution or soap powder by the use of a brush, spray, cloth, sponge or steam gun (grade II);

"wet cleaner" means an employee engaged in washing articles by means of water and soap or a soap solution or soap powder, using a brush, cloth or sponge (grade IV).

(2) For the purposes of this Agreement an employee shall be deemed to be in that class of work and section of the Laundry, Dry-Cleaning and Dyeing Industry in which he is wholly or mainly engaged.

4. REMUNERATION

(1) The minimum wage which an employee shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

(a) *Employees other than casual employees.*

	Per week. R
Artisan.....	34.00
Canvasser, grade A.....	15.40
Canvasser, grade B.....	11.00
Canvasser, grade C.....	8.50
Chargehand—R1 per week more than the highest wage prescribed in this agreement for an employee under his supervision.	
Cleaner, qualified.....	26.00
Cleaner, unqualified—	
For the first year of experience.....	12.50
For the second year of experience.....	16.50
For the third year of experience.....	21.00
Clerk, female, qualified.....	15.69
Clerk, female, unqualified—	
During the first year of experience.....	8.54
During the second year of experience.....	10.15
During the third year of experience.....	12.00
During the fourth year of experience.....	13.90
Clerk, male, qualified.....	23.07
Clerk, male, unqualified—	
During the first year of experience.....	9.23
During the second year of experience.....	12.00
During the third year of experience.....	14.77
During the fourth year of experience.....	17.54
During the fifth year of experience.....	20.31
Driver of a motor vehicle, the unladen weight of which—	
(i) does not exceed 1,000 lb.....	9.20
(ii) exceeds 1,000 lb but not 6,000 lb.....	13.30
(iii) exceeds 6,000 lb.....	16.70

	Per week. R
Kleurder.....	34.00
Voorman.....	30.00
Voorvrou.....	20.00
Fynstopper, gekwalifiseer.....	12.00
Fynstopper, ongekwalifiseer—	
Vir eerste ses maande ondervinding.....	8.00
Vir tweede ses maande ondervinding.....	10.00
Faktotum.....	18.00
Ketelbediener.....	8.30
Nasiener in die droogskoonmaakafdeling, gekwalifiseer.....	9.00
Nasiener in die droogskoonmaakafdeling, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	8.00
Gedurende tweede ses maande ondervinding.....	8.50
Nasiener in die wassery- en kleurafdelings, gekwalifiseer.....	9.40
Nasiener in die wassery- en kleurafdelings, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	8.00
Gedurende tweede ses maande ondervinding.....	8.75
Insamelaar, vrou, met minstens 3 maande ondervinding.....	6.88
Insamelaar, vrou, met minder as 3 maande ondervinding.....	6.25
Depotassistent, gekwalifiseer.....	11.50
Depotassistent, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	9.50
Gedurende tweede 6 maande ondervinding.....	10.50
Depotassistent, deeltjds.....	8.50
Fabrieksklerk, gekwalifiseer.....	11.00
Fabrieksklerk, ongekwalifiseer—	
Gedurende eerste 6 maande ondervinding.....	9.00
Gedurende tweede 6 maande ondervinding.....	10.00
Algemene werker, vrou.....	6.25
Algemene werker, man, 18 jaar oud of ouer.....	7.80
Algemene werker, man, onder 18 jaar.....	6.88
Graad I-werknemer, gekwalifiseer.....	8.60
Graad I-werknemer, ongekwalifiseer.....	8.40
Graad II-werknemer, gekwalifiseer.....	8.40
Graad II-werknemer, ongekwalifiseer.....	8.20
Graad III-werknemer, vrou, gekwalifiseer.....	6.55
Graad III-werknemer, vrou, ongekwalifiseer.....	6.40
Graad III-werknemer, man, gekwalifiseer.....	8.20
Graad III-werknemer, man, ongekwalifiseer.....	8.00
Graad IV-werknemer, vrou.....	8.00
Graad IV-werknemer, man.....	6.40
Faktuurkierk, vrou, gekwalifiseer.....	11.50
Faktuurkierk, vrou, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	8.50
Faktuurkierk, man, gekwalifiseer.....	15.50
Faktuurkierk, man, ongekwalifiseer—	
Gedurende eerste ses maande ondervinding.....	9.50
Wag.....	8.30

Met dien verstande dat 18 maande ná die inwerkingtreding van hierdie Ooreenkoms die lone van algemene werkers, en werknemers van grade I, II, III en IV met 25 sent per week verhoog moet word.

(b) *Los werknemer*.—'n Los werknemer moet ten opsigte van elke dag of gedeelte van 'n dag minstens een-vyfde van die weekloon betaal word wat voorgeskryf word vir 'n werknemer in dieselfde gebied en van dieselfde geslag wat dieselfde klas werk verrig as wat van die los werknemer vereis word: Met dien verstande dat, waar die werkgever van 'n los werknemer vereis om die werk van 'n klas werknemer te verrig vir wie lone op 'n stygende skaal voorgeskryf word, die uitdrukking "weekloon" die weekloon beteken wat voorgeskryf word vir 'n gekwalifiseerde werknemer van daardie klas en voorts met dien verstande dat, waar die werkgever van 'n los werknemer vereis om vir 'n tydperk van hoogstens 4 agtereenvolgende ure op 'n dag te werk, sy loon met hoogstens 50 persent verminder mag word.

(2) *Kontrakbasis*.—By die toepassing van hierdie klousule is die basis van die kontrak van 'n werknemer, uitgesonderd 'n los werknemer, 'n weeklikse en, behoudens soos bepaal in klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone ure wat in klousule 6 vir hom voorgeskryf word, of minder gewerk het.

(3) *Differensiële lone*.—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam 1 uur op 'n dag, hetsy benewens of in plaas van sy eie, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié van sy eie klas, of

(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer vir dié dag betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken volgens die hoër weeklikse skaal, en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende skaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het;

	Per week. R
Dyer.....	34.00
Foreman.....	30.00
Forewoman.....	20.00
Handyman.....	18.00
Invisible mender, qualified.....	12.00
Invisible mender, unqualified—	
For the first six months of experience.....	8.00
For the second six months of experience.....	10.00
Boiler attendant.....	8.30
Checker in the dry cleaning section, qualified.....	9.00
Checker in the dry cleaning section, unqualified—	
During the first six months of experience.....	8.00
During the second six months of experience.....	8.50
Checker in the laundry and dyeing sections, qualified.....	9.40
Checker in the laundry and dyeing sections, unqualified—	
During the first six months of experience.....	8.00
During the second six months of experience.....	8.75
Collector, female, with not less than three months of experience.....	6.88
Collector, female, with less than three months of experience.....	6.25
Depot assistant, qualified.....	11.50
Depot assistant, unqualified—	
During the first six months of experience.....	9.50
During the second six months of experience.....	10.50
Depot assistant, part-time.....	8.50
Factory clerk, qualified.....	11.00
Factory clerk, unqualified—	
During the first six months of experience.....	9.00
During the second six months of experience.....	10.00
General worker, female.....	6.25
General worker, male, of or over the age of 18 years.....	7.80
General worker, male, under the age of 18 years.....	6.88
Grade I employee, qualified.....	8.60
Grade I employee, unqualified.....	8.40
Grade II employee, qualified.....	8.40
Grade II employee, unqualified.....	8.20
Grade III employee, female, qualified.....	6.55
Grade III employee, female, unqualified.....	6.40
Grade III employee, male, qualified.....	8.20
Grade III employee, male, unqualified.....	8.00
Grade IV employee, male.....	8.00
Grade IV employee, female.....	6.40
Invoice clerk, female, qualified.....	11.50
Invoice clerk, female, unqualified—	
During the first six months of experience.....	8.50
Invoice clerk, male, qualified.....	15.50
Invoice clerk, male, unqualified—	
During the first six months of experience.....	9.50
Watchman.....	8.30

Provided that eighteen months after the coming into force of this Agreement the wages of General Workers, and grades I, II, III and IV employees shall be raised by 25 cents per week.

(b) *Casual employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee in the same area and of the same sex who performs the same class of work as the casual employee is required to do: Provided that, where the employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class and provided further that, where the employer requires a casual employee to work for a period of not more than 4 consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Basis of contract*.—For the purpose of this clause the contract on employment of an employee, other than a casual employee, shall be on a weekly basis, and, save as provided in clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3), for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

(3) *Differential Wages*.—An employer who requires or permits a member of one class of his employees to perform for longer than 1 hour on the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in subclause (1), shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Met dien verstande—

(i) dat die bepaling van hierdie subklousule nie van toepassing is nie waar die verskil tussen klasse kragtens subklousule (1) op ouderdom, ondervinding of geslag gebaseer word;

(ii) dat, tensy anders uitdruklik in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer bepaal, niks in hierdie Ooreenkoms só uitgelê mag word dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig vir welke klas dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

(4) *Berekening van lone.*—(a) Die dagloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur—

(i) 5, in die geval van 'n werknemer wat 5 dae per week werk;

(ii) 7, in die geval van 'n werknemer wat 7 dae per week werk;

(iii) 7, in die geval van 'n werknemer wat 7 dae per week werk;

(b) Die maandloon van 'n werknemer is vier en een-derde maal sy weekloon.

(c) Die uurloon van 'n werknemer, uitgesonderd 'n los werknemer, is sy weekloon gedeel deur die getal gewone weeklikse werkure wat in klousule 6 vir 'n werknemer van sy klas voorgeskryf word.

(5) *Fietstoelae.*—'n Werkgewer wat van 'n werknemer vereis om sy eie fiets in die uitvoering van sy pligte te gebruik, moet hom, benewens enige ander besoldiging wat aan hom verskuldig is, 'n toelae van minstens 40c per week betaal of, as hy 'n los werknemer is, minstens 8c per dag.

(6) *Voorbehoud.*—Geen bepaling van hierdie Ooreenkoms kan die loon van 'n werknemer verminder wat op die datum waarop die Ooreenkoms in werking tree, 'n hoër loon ontvang as wat in hierdie klousule vir hom voorgeskryf word nie, en sodanige werknemer is geregtig op 'n loon, wat steeds aan hom betaal moet word, ten bedrae van minstens dié hoër loon, asof dié hoër loon die minimum loon is wat in hierdie klousule vir hom voorgeskryf word. Met dien verstande dat hierdie voorbehoudsbepaling nie van toepassing is nie ingeval die werknemer later werk by 'n ander werkgewer kry.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens soos in klousule 7 (4) bepaal, moet enige bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks in kontant, of as die werknemer toestem, maandeliks in kontant, of per tjek gedurende die werkure of binne 10 minute ná staking van werk, betaal word op die gewone betaaldag van die inrigting vir sodanige werknemer, of by diensbeëindiging as dit vóór die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n koever of houer wees waarop aangeteken moet word, of wat vergesel moet gaan van 'n staat wat die volgende aantoon:—

(a) die werkgewer se naam;

(b) die werknemer se naam of betaalstaatsnommer en bedryf;

(c) die getal gewone werkure deur die werknemer gewerk;

(d) die getal oortydure deur die werknemer gewerk;

(e) die werknemer se loon;

(f) die besonderhede van enige ander besoldiging wat uit die werknemer se werk voortspruit;

(g) die besonderhede van alle aftrekkings gedoen;

(h) die werklike bedrag wat aan die werknemer betaal is; en

(i) die tydperk ten opsigte waarvan betaling gedoen word; en sodanige koever of houer waarop hierdie besonderhede aangeteken is, of sodanige staat, word die eiendom van dié werknemers.

(2) *Los werknemer.*—'n Werkgewer moet die besoldiging wat aan 'n los werknemer verskuldig is, in kontant by sy diensbeëindiging betaal.

(3) *Premies.*—Geen betaling vir werkverskaffing aan of opleiding van 'n werknemer mag regstreeks, of onregstreeks, aan 'n werkgewer gedoen of deur hom aangeneem word nie.

(4) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(5) *Etes en huisvesting.*—Behoudens soos bepaal in die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom of enige persoon of plek wat hy aanwys, etes of huisvesting aan te neem nie.

(6) *Aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes ople of enige bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

(a) Met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, versekerings-, spaar-, voorsorg- of pensioenfondse;

(b) behoudens soos anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid bereken op die basis van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) 'n aftrekking van enige bedrag wat 'n werkgewer kragtens enige wet of enige bevel van 'n bevoegde hof verplig of toegelaat word om af te trek; vir hierdie doel omvat "wet" die gemene reg;

Provided—

(i) that the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age, experience or sex;

(ii) that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The daily wage of an employee, other than a casual employee, shall be his weekly wage divided by—

(i) five, in the case of an employee who works a 5-day week;

(ii) six, in the case of an employee who works a 6-day week;

(iii) seven, in the case of an employee who works a 7-day week.

(b) The monthly wage of an employee shall be $4\frac{1}{3}$ times his weekly wage.

(c) The hourly wage of an employee, other than a casual employee, shall be his weekly wage divided by the number of the ordinary weekly hours of work prescribed in clause 6 for an employee of his class.

(5) *Bicycle allowance.*—An employer who requires an employee to use his own bicycle in the performance of his duties shall pay him, in addition to any other remuneration due to him, an allowance of not less than 40 cents per week or, if he is a casual employee, not less than 8 cents per day.

(6) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this clause and such employees shall continue to be paid and be entitled to a wage not lower than such higher wage, as if such higher wage was the minimum wage prescribed for him in this clause. Provided that this proviso shall not apply in the event of the employee subsequently obtaining employment with another employer.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than casual employees.*—Save as provided in clause 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, in cash or by cheque monthly during the hours of work or within 10 minutes of cessation of work, on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in an envelope or container on which shall be recorded, or which shall be accompanied by a statement showing:—

(a) The employer's name;

(b) the employee's name or pay roll number and occupation;

(c) the number of ordinary hours of work worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made; and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) *Casual employee.*—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Purchase of goods.*—An employer shall not require his employees to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:—

(a) With the written consent of his employee, a deduction for holiday, insurance, savings, provident or pension funds;

(b) except where otherwise provided in this Agreement whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make; for this purpose Law includes the Common Law;

(d) wanneer 'n werknemer instem of ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, verplig is om etes of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

	Per week. R	Per maand. R
(i) Etes.....	0.80	3.47
(ii) Huisvesting.....	0.40	1.73
(iii) Etes en huisvesting.....	1.20	5.20

(e) wanneer die gewone werkure wat in klousule 6 voorgeskryf word, weens korttyd verminder word, 'n aftrekking van die bedrag van die werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande—

(i) dat sodanige vermindering nie een-derde van die werknemer se weekloon mag oorskry nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) dat geen vermindering gemaak mag word in die geval van korttyd wat voortspruit uit 'n slapte in die bedryf of tekort aan grondstowwe nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) dat geen vermindering gemaak mag word nie in die geval van korttyd weens 'n tekort aan spoorwegtrekke of 'n algemene onklaarraking van installasie of masjinerie of 'n instorting of dreigende instorting van geboue veroorsaak deur ongelukke of ander onvoorsiene omstandighede, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgever sy werknemer kennis op die vorige dag gegee het dat geen werk beskikbaar sal wees nie;

(f) 'n aftrekking van enige bedrag wat 'n werkgever aan enige munisipale raad of ander plaaslike owerheid betaal het ten opsigte van die huur van enige huis of huisvesting in 'n koshuis wat deur sodanige werknemer geokkupeer word in enige lokasie of Bantoe-dorp onder beheer van sodanige raad of ander plaaslike owerheid;

(g) waar tee (of ander drank) deur die werkgever minstens twee keer per dag verskaf word, mag 'n aftrekking van hoogstens 5c per week gemaak word van die loon van die werknemers wat sodanige tee (of dergelike drank) ontvang;

(h) waar sop een keer per dag deur die werkgever verskaf word, mag 'n aftrekking van hoogstens 12c per week gemaak word van die loon van die werknemers wat sodanige sop ontvang;

(i) met die skriftelike toestemming van sy werknemer, 'n aftrekking vir ledegelde vir 'n geregistreerde vakvereniging.

6. WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYD.

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer uitgesonderd 'n los werknemer, vereis om meer gewone werkure te werk nie as—

A. In die geval van 'n werwer, 'n drywer van 'n motorvoertuig of 'n insamelaar—

(a) agt-en-veertig in 'n week van Maandag tot en met Saterdag;

(b) behoudens subparagraaf (a) hiervan, 10 op 'n dag;

B. In die geval van enige ander werknemer, uitgesonderd 'n los werknemer—

(a) wat 6 dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Saterdag; en

(ii) behoudens subparagraaf (i) hiervan, 8 op 'n dag, tensy die ure op één dag hoogstens 5 is, en in dié geval mag die ure op enigeen van die ander dae tot 8½ verleng word;

(b) wat 5 dae per week werk—

(i) ses-en-veertig in 'n week van Maandag tot en met Vrydag; en

(ii) behoudens subparagraaf (i) hiervan, 9½ op 'n dag;

C. in die geval van 'n los werknemer—

(i) in 'n inrigting waarin daar op 5 dae per week gewerk word, 9½ uur op 'n dag; en

(ii) in 'n inrigting waarin daar op 6 dae per week gewerk word, 8½ uur op 'n dag.

(2) *Etensonderbrekings.*—'n Werkgever mag nie van 'n werknemer vereis om hom toelaat om langer as 5 uur ononderbroke te werk nie sonder 'n etensonderbreking van minstens 1 uur waarin daar nie van 'n werknemer vereis en hy nie toegelaat mag word om enige werk te verrig nie, en sodanige onderbreking word geag nie deel van die gewone werkure of oortyd te wees nie: Met dien verstande—

(i) dat, behalwe waar voorbehoudsbepaling (iv) van toepassing is, werktydperke wat deur pouses van minder as 1 uur onderbreek word, geag word ononderbroke te wees;

(ii) dat, as sodanige onderbreking langer as 1 uur duur, enige tydperk wat langer as 1½ uur is, as tyd gewerk geag word;

(iii) dat 'n werwer of 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen werk verrig nie, behalwe om vir die voertuig verantwoordelik te wees of te bly, vir die toepassing van hierdie subklousule nie geag word gedurende sodanige onderbreking te gewerk het nie;

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per week. R	Per month. R
(i) Board.....	0.80	3.47
(ii) Lodging.....	0.40	1.73
(iii) Board and Lodging.....	1.20	5.20

(e) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time, a deduction of the amount of the employee's (other than a casual employee's) hourly wage in respect of each hour of such reduction: Provided—

(i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee notice on the previous work day of his intention to reduce the ordinary hours of work;

(iii) that no deduction shall be made in the case of short-time owing to a shortage of railway trucks or a general breakdown of plant or machinery or a breakdown or threatened breakdown of buildings caused by accident or other unforeseen circumstances, in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(f) a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority;

(g) where tea (or other beverage) is provided by the employer on not less than two occasions per day, a deduction not exceeding 5 cents per week may be made from the wages of the employee receiving such tea (or similar beverage);

(h) where soup is provided by the employer once per day, a deduction not exceeding 12 cents per week may be made from the wages of the employees receiving such soup;

(i) with the written consent of his employee, a deduction for subscriptions to a registered trade union.

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

A. In the case of a canvasser, a driver of a motor vehicle or a collector—

(a) 48 in any week from Monday to Saturday, inclusive; and

(b) subject to subparagraph (a) hereof, 10 on any day;

B. In the case of any other employee other than a casual employee—

(a) who works a six-day week—

(i) 46 in any week from Monday to Saturday, inclusive; and

(ii) subject to subparagraph (i) hereof, 8 on any day, unless the hours on one day do not exceed 5, in which case the hours on any of the other days may be extended to 8½;

(b) who works a five-day week—

(i) 46 in any week from Monday to Friday, inclusive; and

(ii) subject to subparagraph (i) hereof, 9½ on any day;

C. In the case of a casual employee—

(i) in an establishment in which a five-day week is worked, 9½ hours on any day; and

(ii) in an establishment in which a six-day week is worked, 8½ hours on any day.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than 5 hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided—

(i) that except where proviso (iv) applies, periods of work interrupted by intervals of less than 1 hour shall be deemed to be continuous;

(ii) that, if such interval be longer than one hour, any period in excess of 1½ hours shall be deemed to be time worked;

(iii) that a canvasser or a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this subclause not to have worked during such interval;

(iv) dat 'n werkgewer met sy werknemer kan ooreenkom om die tydperk van sodanige etensonderbreking tot nie minder as 'n ½ uur te verkort nie, en in dié geval en nadat die werkgewer 'n staat van sodanige ooreenkoms by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid, Kaap, ingedien het, die etensonderbreking aldus verkort mag word;

(v) dat hoogstens één sodanige onderbreking gedurende die gewone werkure van 'n werknemer op enige dag geag mag word nie deel van die gewone werkure uit te maak nie;

(vi) dat wanneer daar van 'n werkgewer op enige dag omrede oortydwerk vereis word om 'n werknemer 'n tweede etensonderbreking te gee, sodanige onderbreking op versoek van die werknemer tot 15 minute verkort mag word solank die totale tydperk deur die werknemer ná die eerste etensonderbreking van die dag gewerk, nie 7 uur oorskry nie en sodanige tweede etensonderbreking mag geag word nie deel van die gewone werkure of oortyd uit te maak nie.

(3) *Ruspouses.*—'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van minstens 10 minute so na aan as wat prakties moontlik is, in die middel van elke oggend- en middag-werktyd toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis en mag hy nie toegelaat word om enige werk te doen nie, en sodanige pouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak.

(4) *Werkure moet opeenvolgend wees.*—Behoudens soos bepaal in subklousule (3), moet alle werkure van 'n werknemer op enige dag opeenvolgend wees.

(5) *Oortyd.*—Alle tyd deur 'n werknemer gewerk, uitgesonderd op 'n Sondag, wat meer is as die getal gewone werkure wat in subklousule (1) voorgeskryf word, is oortyd.

(6) *Beperking van oortyd.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, 2 uur op 'n dag;

(b) in die geval van enige ander werknemer, 10 uur in 'n week;

Met dien verstande dat 'n werknemer wat 5 dae per week werk, tot 4 uur oortyd op 'n Saterdag mag werk, maar só dat oortyd nie 10 uur in enige week oorskry nie.

(7) *Vroulike werknemers.*—Ondanks andersluidende bepalings in hierdie klousule mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om soos volg te werk nie:—

(a) tussen 6 nm. en 6 vm.

(b) ná 1 nm. op meer as 5 dae per week;

(c) oortyd vir langer as 2 uur op 'n dag, behalwe dat 'n werknemer wat 5 dae per week werk, tot 4 uur oortyd op 'n Saterdag mag werk;

(d) oortyd op meer as 3 opeenvolgende dae in 'n week;

(e) oortyd op meer as 60 dae in 'n jaar;

(f) oortyd ná voltooiing van haar gewone werkure vir langer as 1 uur op 'n dag, tensy hy—

(i) kennis daarvan vóór die middag aan sodanige werknemer gegee het; of

(ii) sodanige werknemer van 'n voldoende ete voorsien en haar genoeg tyd gegee het om dit te nuttig voordat sy met oortyd moet begin; of

(iii) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n ete te kry en te nuttig voordat oortyd moet begin.

(8) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens—

(a) in die geval van 'n los werknemer, 1½ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer op 'n dag gewerk;

(b) in die geval van enige ander werknemer, 1½ maal sy gewone loon ten opsigte van die totale tydperk aldus deur sodanige werknemer in 'n week gewerk.

(9) *Voorbehoudsbepalings.*—(a) Die bepalings van hierdie klousule is nie van toepassing op 'n voorman of op 'n senior bestuurs-, professionele of administratiewe werknemer indien en solank sodanige werknemer 'n gereelde loon teen minstens R160 per maand ontvang nie.

(b) Die bepalings van subklousules (2), (3), (4) en (6) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(c) Die bepalings van hierdie klousule is nie van toepassing op 'n wag wie se werkgewer hom 'n rusdag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan nie: Met dien verstande—

(i) dat die werkgewer geen aftrekking van sy wag se loon ten opsigte daarvan maak nie;

(ii) dat die werkgewer, in plaas daarvan om sy wag enige sodanige rusdag toe te staan, die wag die loon kan betaal wat hy sou ontvang het as hy nie op sodanige dag gewerk het nie, plus 'n bedrag van minstens sy dagloon ten opsigte van sodanige dag wat nie toegestaan is nie.

7. JAARLIKSE VERLOF.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooide tydperk van 12 maande diens by hom, die volgende toestaan:—

(a) In die geval van 'n wag, 21 opeenvolgende kalenderdae verlof;

(b) in die geval van iedere ander werknemer, 14 opeenvolgende kalenderdae verlof;

(iv) that an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Industrial Council for the Laundry, Cleaning and Dyeing Industry, Cape, the meal interval may be so reduced;

(v) that not more than one such interval during the ordinary hours of work of an employee on any day shall be deemed not to form part of the ordinary hours of work;

(vi) that when on any day by reason of overtime work an employer is required to give an employee a second meal interval such interval may, at the request of the employee be reduced to 15 minutes so long as the total period worked by the employee after the first meal interval of the day does not exceed 7 hours and such second meal interval may be deemed not to be part of the ordinary hours of work or overtime.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(5) *Overtime.*—All time worked by an employee, other than on a Sunday, in excess of the number of ordinary hours of work prescribed in subclause (1) shall be overtime.

(6) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) in the case of a casual employee, 2 hours on any day;

(b) in the case of any other employee, 10 hours in any week:

Provided that an employee who works a five-day week may work up to 4 hours overtime on a Saturday but so that overtime does not exceed 10 hours in any week.

(7) *Female employees.*—Notwithstanding anything to the contrary contained in this clause, an employer shall not require or permit a female employee to work:—

(a) Between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than 5 days a week;

(c) overtime for more than 2 hours on any day, except that an employee who works a 5-day week may work up to 4 hours overtime on a Saturday;

(d) overtime on more than 3 consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than 1 hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25 cents in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

(8) *Payment for overtime.*—An employer shall pay an employee who works overtime at a rate of not less than—

(a) in the case of a casual employee, 1½ times his ordinary wage in respect of the total period so worked by such employee on any day;

(b) in the case of any other employee, 1½ times his ordinary wage in respect of the total period so worked by such employee in any week.

(9) *Savings.*—(a) The provisions of this clause shall not apply to a foreman or to a senior managerial, professional or administrative employee if and for so long as such an employee is in receipt of a regular wage at a rate of not less than R160 per month.

(b) The provisions of subclauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged on emergency work.

(c) The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of 24 consecutive hours in respect of every week of employment: Provided—

(i) that the employer makes no deduction from his watchman's wage in respect thereof;

(ii) that the employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

7. ANNUAL LEAVE.

(1) Subject to the provisions of subclause (2) an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him:—

(a) In the case of a watchman 21 consecutive calendar days' leave,

(b) in the case of every other employee, 14 consecutive calendar days' leave;

en moet sodanige werknemer ten opsigte van sodanige verlof—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag betaal van minstens 3 maal die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag betaal van minstens 2 maal die weekloon waarop hy vanaf die eerste dag van die verlof geregtig is;

Met dien verstande dat by die toepassing van hierdie klousule die weekloon van 'n werknemer wat aanspooringswerk doen, bereken moet word op die grondslag uiteengesit in artikel 20 (5) (a) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

(2) Die verlof in subklousule (1) voorgeskryf, word toegestaan op 'n tyd wat deur die werkgever vasgestel word: Met dien verstande—

(a) dat as sodanige verlof nie eerder toegestaan is nie, dit, behoudens soos in subklousule (3) bepaal, só toegestaan moet word dat dit begin binne 4 maande ná die voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en werknemer daartoe skriftelik vóór die verstryking van genoemde tydperk van 4 maande ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan vanaf die datum nie later nie as 2 maande ná die verstryking van genoemde tydperk van 4 maande;

(b) dat die tydperk van verlof nie mag saamval nie met siekteverlof toegestaan kragtens klousule 8 en ook nie, tensy die werkgever aldus versoek en die werkgever daartoe skriftelik instem, met enige tydperk van militêre diens kragtens die Verdedigingswet, 1957;

(c) dat indien—

(i) in die geval van 'n werknemer in diens in of in verband met 'n depot, 'n openbare vakansiedag, of

(ii) in die geval van enige ander werknemer, Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gelofte-dag of Kersdag, binne die tydperk van sodanige verlof val, nóg 'n werkdag, vir elke sodanige vakansiedag, by gemelde tydperk as 'n verdere tydperk van verlof gevoeg moet word en moet die werknemer 'n bedrag van minstens sy dagloon ten opsigte van elke sodanige bygevoegde dag betaal word;

(d) dat 'n werkgever alle dae geleentheidsverlof met volle besoldiging, wat op die skriftelike versoek van sy werknemer gedurende die tydperk van 12 maande diens waarop die tydperk van jaarlikse verlof betrekking het, aan sy werknemer toegestaan is, van sodanige verloftyd mag aftrek.

(3) (a) Op die skriftelike versoek van sy werknemer mag 'n werkgever toelaat dat die verlof oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande—

(i) dat die versoek deur die werknemer nie later nie as 4 maande ná die verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, gedoen word, en

(ii) dat die datum van die ontvangs van die versoek op die versoek geskryf word en die werkgever dit met sy handtekening endosseer, en die werkgever die versoek bewaar vir 'n tydperk van minstens 3 jaar vanaf sodanige datum of die datum van die verstryking van die eerste tydperk van die 12 maande diens waarop die verlof betrekking het, nl. die jongste datum.

(b) Die bepaling van subklousule (2) is *mutatis mutandis* van toepassing op die verlof wat in hierdie subklousule bedoel word.

(4) Die besoldiging ten opsigte van die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet op of voor die laaste werkdag voor die aanvang van die verlof betaal word.

(5) As 'n werknemer se dienskontrak gedurende enige tydperk van 12 maande diens eindig voordat die tydperk van verlof in subklousule (1) ten opsigte van daardie tydperk voorgeskryf, opgeloo het, moet hy by sodanige beëindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, minstens die volgende betaal word ten opsigte van elke voltooide maand van sodanige dienstyd:—

(a) In die geval van 'n wag wat 7 dae per week werk, 1/4de van die weekloon;

(b) in die geval van 'n werknemer wat 6 dae per week werk, 1/6de van die weekloon;

(c) in die geval van 'n werknemer wat 5 dae per week werk, 1/5de van die weekloon;

wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking mag maak ten opsigte van enige tydperk van verlof wat aan 'n werknemer toegestaan is kragtens die vierde voorbehoudsbepaling van subklousule (2) en voortis met dien verstande dat 'n werknemer—

(i) wat sy diens verlaat sonder dat hy die kennisgewing in klousule 14 voorgeskryf, gegee en uitgedien het, tensy die werkgever van sodanige kennisgewing afgesien het of die werknemer die werkgever in plaas van kennisgewing betaal het; of

(ii) wat sy diens sonder regsgeldige rede verlaat; of

(iii) wat deur sy werkgever sonder kennisgewing om enige regsgeldige rede vir sodanige ontslag sonder kennisgewing ontslaan word,

nie geregtig op enige betaling uit hoofde van hierdie subklousule is nie.

(6) 'n Werknemer wat geregtig geword het op verlof, voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van die beëindiging aan hom toegestaan was.

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave;

Provided that for the purpose of this clause the weekly wage of an employee who is engaged on incentive-work shall be calculated on the basis set out in section twenty (5) (a) of the Factories, Machinery and Building Work Act, 1941.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer: Provided—

(a) that, if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within 4 months after the completion of the 12 months of employment to which it relates or, if the employer and employee have agreed thereto in writing before the expiration of the said period of 4 months, the employer shall grant such leave to the employee as from the date not later than 2 months after the expiration of the said period of 4 months;

(b) that the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees in writing with any period of military training under the Defence Act, 1957;

(c) that if—

(i) in the case of an employee employed in or in connection with a depot, a public holiday, or

(ii) in the case of any other employee New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas day,

falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(d) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the period of leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that the request is made by such employee not later than 4 months after the expiry of the first period of 12 months of employment to which the leave relates, and

(ii) that the date of the receipt of the request is endorsed on the request over his signature by the employer, who shall retain the request for a period of not less than 3 years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave.

(5) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than:—

(a) In the case of a watchman, who works a 7-day week, one-fourth of the weekly wage;

(b) in the case of an employee who works a 6-day week, one-sixth of the weekly wage;

(c) in the case of an employee who works a 5-day week, one-fifth of the weekly wage;

which he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2) and provided further that an employee—

(i) who leaves his employment without having given and served the notice prescribed in clause 14, unless the employer has waived such notice or the employee has paid the employer in lieu of notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice,

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave, prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(7) By die toepassing van hierdie klousule word die uitdrukking "diens" geag te omvat—

- (a) enige tydperk ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 14 betaal in plaas van kennis te gee;
- (b) enige tydperk waarin 'n werknemer afwesig is—
 - (i) met verlof ingevolge hierdie klousule;
 - (ii) met siekteverlof ingevolge klousule 8;
 - (iii) op las of op versoek van sy werkgewer, en wel tot 'n totaal in enige jaar van hoogstens 10 weke; en

(c) enige tydperk waarin 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van enige sodanige opleidingstyd as diens te eis nie, en word diens geag te begin—

- (i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms, kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat vóór die datum van inwerkingtreding van hierdie Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was maar wat nog nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerkingtreding van hierdie Ooreenkoms, nl. die jongste datum.

(8) (a) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer vir die doel van jaarlikse verlof, te eniger tyd, maar hoogstens één maal in 'n tydperk van 12 maande, sy inrigting sluit vir 14 agtereenvolgende kalenderdae plus alle addisionele dae wat moontlik uit hoofde van die derde voorbehoudsbepaling van subklousule (2) daarby gevoeg moet word;

(b) 'n Werknemer wat op die sluitingsdatum van 'n inrigting kragtens paragraaf (a) nie op die volle tydperk van jaarlikse verlof, voorgeskryf in subklousule (1) (a) en (b), geregtig is nie, moet ten opsigte van alle verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule (5) voorgeskryf, en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die datum waarop die inrigting aldus sluit.

(9) Elke werkgewer moet 'n register van jaarlikse verlof aanskaf en byhou wat die volgende besonderhede ten opsigte van elke persoon in sy diens aantoon—

- (a) naam van werknemer;
- (b) datum van indiensneming;
- (c) datum van jaarlikse verlof, nl. van..... tot.....;
- (d) getal dae addisionele verlof in plaas van openbare vakansiedae wat gedurende jaarlikse verlof val.

8. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen—

- (a) in die geval van 'n werknemer wat 5 dae per week werk, vir altesaam minstens 20 werkdae, en
- (b) in die geval van elke ander werknemer, vir altesaam minstens 24 werkdae

gedurende elke tydkring van 24 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer ten opsigte van elke tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande—

- (i) dat in die eerste 24 agtereenvolgende maande diens, 'n werknemer nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer wat 5 dae in 'n week werk, 1 werkdag ten opsigte van elke voltooide tydperk van 5 weke diens en, in die geval van enige ander werknemer, 1 werkdag ten opsigte van elke voltooide maand diens;

(ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer bydraes wat minstens gelyk is aan dié wat die werknemer self bydra, betaal aan 'n fonds of organisasie wat die werknemer aanwys en wat aan die werknemer waarborg, dat, ingeval van sy ongeskiktheid in die omstandighede in hierdie klousule vermeld, altesaam minstens die ekwivalent van sy loon vir 20 of 24 werkdae, na gelang van die geval, in elke tydkring van 24 maande diens aan hom betaal sal word, met dié uitsondering dat, gedurende die eerste 24 maande wat die werknemer bydraes betaal, die gewaarborgde skaal nie die oploopskaal soos uiteengesit in die eerste voorbehoudsbepaling van hierdie subklousule hoef te oorskry nie;

(iii) dat waar 'n werkgewer ingevolge 'n wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die bedrag wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) dat as daar, ingevolge 'n ander wet, van 'n werkgewer vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid wat deur hierdie klousule gedek word, die bepalings van hierdie klousule nie van toepassing is nie;

(7) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer in terms of clause 14, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
 - (i) on leave in terms of this clause;
 - (ii) on sick leave in terms of clause 8;

(iii) on the instructions or at the request of his employer, amounting in the aggregate in any year to not more than ten weeks; and

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 months of any period of such training, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period of annual leave in terms of any law, on the date of which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into force of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause an employer may for the purpose of annual leave at any time, but not more than once in any period of 12 months, close his establishment for fourteen consecutive calendar days plus any additional days that may have to be added by virtue of the third proviso to subclause (2);

(b) An employee who at the date of the closing of an establishment in terms of paragraph (a) is not entitled to the full period of annual leave prescribed in subclause (1) (a) or (b), shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (5), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such closing of the establishment.

(9) Every employer shall provide and shall maintain up-to-date a record of annual leave showing in respect of each person in his employ the following particulars—

- (a) name of employee;
- (b) date of engagement;
- (c) date of annual leave, viz. from..... to.....;
- (d) number of days additional leave in lieu of public holidays falling during annual leave.

8. SICK LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

- (a) in the case of an employee who works a 5 day week, not less than 20 work days, and
- (b) in the case of every other employee, not less than 24 work days,

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked such period: Provided—

(i) that in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee, who works a 5 day week, 1 work day in respect of each completed period of 5 weeks of employment and, in the case of any other employee, 1 work day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wage for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

(iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) that, if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply;

(v) dat die loon betaalbaar aan 'n werwer wat met kommissiewerk besig is of 'n werknemer wat aansporingswerk doen, vir 'n tydperk van afwesigheid met siekteverlof kragtens hierdie klousule bereken moet word op die grondslag van die besoldiging wat aan sodanige werknemer betaal word op sy laaste betaaldag onmiddellik vóór sodanige afwesigheid.

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van sy werk—

(a) vir 'n tydperk van langer as 3 op agtereenvolgende kalenderdae; of

(b) op die werkdag onmiddellik vóór die werkdag of die werkdag onmiddellik na 'n Sondag; of—

(i) in die geval van 'n werknemer in diens in of in verband met 'n depot, op enige openbare vakansiedag;

(ii) in die geval van enige ander werknemer, op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag, van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld: Met dien verstande dat, wanneer 'n werknemer gedurende enige tydperk van hoogstens 8 agtereenvolgende weke by 2 of meer geleenthede besoldiging ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van 8 agtereenvolgende weke onmiddellik ná die laaste sodanige geleentheid, van hom mag vereis om so 'n sertifikaat ten opsigte van enige afwesigheid voor te lê.

(3) Wanneer 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgewer weens ongeskiktheid vir 'n langer tydperk afwesig is as siekteverlof wat hom ten tyde van sodanige ongeskiktheid toekom, is hy geregtig op besoldiging vir slegs dié verlof wat hom dan toekom; maar sy werkgewer moet, as hy dit nie reeds gedoen het nie, by verstryking van gemelde diens tydkring of by diensbeëindiging vóór sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid uitbetaal vir sover die siekteverlof wat hom ten tyde van sodanige verstryking of diensbeëindiging toekom, nog nie geneem is nie.

(4) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

(i) enige tydperk wat 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 7;

(bb) op las of versoek van sy werkgewer;

(cc) met siekteverlof ingevolge subklousule (1), wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk wat 'n werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as 4 maande van één sodanige opleidingstydperk as diens te eis nie,

en word enige diens by dieselfde werkgewer onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekteverlof wat met betaling aan so 'n werknemer gedurende sodanige tydperk verleen is, geag ingevolge hierdie Ooreenkoms verleen te gewees het;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of 'n besering, uitgesonderd dié veroorsaak deur die werknemer se eie wangedrag: Met dien verstande dat werkonvermoë wat veroorsaak is deur 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van werkonvermoë waarvoor geen bedrag in verband met ongeskiktheid kragtens daardie Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) Openbare vakansiedae—

(a) *Depotwerknemers.*—'n Werknemer in diens in of in verband met 'n ontvangsdepot is geregtig op verlof op alle openbare vakansiedae en moet minstens sy dagloon ten opsigte van elke sodanige vakansiedag betaal word.

(b) *Ander werknemers.*—'n Werknemer, uitgesonderd 'n werknemer op wie paragraaf (a) van toepassing is, is geregtig op verlof op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag en Kersdag, en moet minstens sy dagloon ten opsigte van sodanige dag betaal word: Met dien verstande dat 'n werknemer verplig of toegelaat mag word om op 'n vakansiedag te werk.

(c) *Alle werknemers.*—In geval enige openbare vakansiedag in paragrawe (a) en (b) bedoel, op 'n Saterdag val, is 'n werknemer wat ooreenkomstig klousule 6 (1) (B) (b) 'n werkweek van 5 dae werk, nie ten opsigte van so 'n Saterdag geregtig op besoldiging op grond van dié subklousule nie.

(2) Wanneer 'n werknemer in diens in of in verband met 'n depot, op 'n openbare vakansiedag werk of wanneer enige ander werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag werk, moet sy werkgewer, behoudens soos bepaal in klousule 5 (6), hom vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon, vir elke uur of deel van 'n uur deur dié werknemer altesaam op sodanige dag gewerk: Met dien verstande dat wanneer van so 'n werknemer vereis of hy toegelaat word om minder as 4 uur op sodanige dag te werk hy geag moet word vir 4 uur te gewerk het.

(v) that the wage payable to a canvasser who is engaged on commission work or an employee who is employed on incentive work for any period of absence on sick leave in terms of this clause shall be calculated on the basis of the remuneration paid to such employee on his last pay day immediately preceding such absence.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(a) for a period covering more than three consecutive calendar days; or

(b) on the work day immediately preceding or the work day immediately succeeding a Sunday or—

(i) in the case of an employee employed in or in connection with a depot, any public holiday;

(ii) in the case of any other employee, New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day;

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to 8 consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of 8 consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Where, during the first cycle of 24 months of employment with the same employer an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

(4) For the purpose of this clause the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 7;

(bb) on the instruction or at the request of his employer;

(cc) on sick leave in terms of subclause (1), amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than 4 months of any one period of such training,

and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement is payable in terms of that Act.

9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) Public holidays—

(a) *Receiving depot employees.*—An employee employed in or in connection with a receiving depot shall be entitled to leave on all public holidays and shall be paid not less than his daily wage in respect of each such holiday.

(b) *Other employees.*—An employee, other than an employee to whom paragraph (a) applies, shall be entitled to leave on New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, and shall be paid not less than his daily wage in respect of each such holiday: Provided that an employee may be required or permitted to work on such holiday.

(c) *All employees.*—In the event of any public holiday referred to in paragraphs (a) and (b) falling on a Saturday, an employee who in accordance with clause 6 (1) (B) (b) works a five-day week, shall not in respect of such Saturday be entitled to any payment by virtue of this subclause.

(2) Whenever an employee employed in or in connection with a depot works on a public holiday or whenever any other employee works on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day his employer shall, save as provided in clause 5 (6) pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage, for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such an employee is required or permitted to work for less than 4 hours on such day he shall be deemed to have worked for 4 hours.

(3) *Vergoeding vir werk op 'n Sondag.*—Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens sy dagloon betaal;

(ii) as hy aldus vir 'n tydperk van meer as 4 uur werk, teen minstens 2 maal sy gewone loon betaal ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, of minstens 2 maal sy dagloon, nl. die grootste bedrag, of

(b) hom betaal teen minstens 1½ maal sy gewone loon ten opsigte van die totale tydperk deur hom op sodanige Sondag gewerk, en hom binne 7 dae van sodanige Sondag 1 dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal: Met dien verstande dat wanneer van so 'n werknemer vereis of hy toegelaat word om minder as 4 uur op sodanige Sondag te werk, hy geag moet word 4 uur te gewerk het.

(4) Hierdie klousule is nie van toepassing op 'n los werknemer of 'n wag of enige werknemer indien en solank hy 'n gereelde loon van minstens R200 per maand ontvang nie.

10. AANSPORINGSWERK.

(1) 'n Werkgever mag, ná minstens 1 week kennisgewing aan sy werknemer, uitgesonderd 'n werwer, enige aansporingswerkstel invoer en, behoudens soos bepaal in klousule 5 (6), moet die werkgever sodanige werknemer, wat volgens sodanige aansporingsstelsel werk, besoldiging betaal teen die skale van toepassing kragtens sodanige stelsel: Met dien verstande dat, ongeag die hoeveelheid werk gedoen, die werkgever sodanige werknemer minstens die volgende moet betaal:—

(a) In die geval van 'n ander werknemer as 'n los werknemer, ten opsigte van elke week waarin aansporingswerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie week sou moes betaal het as hy op grondslag van tyd gewerk besoldig geword het;

(b) in die geval van 'n los werknemer, ten opsigte van elke dag waarop aansporingswerk verrig word, die bedrag wat hy aan sodanige werknemer vir daardie dag sou moes betaal het as hy op grondslag van tyd gewerk besoldig geword het.

(2) 'n Werkgever moet 'n lys van die skale bedoel in subklousule (1) op 'n opvallende plek in sy inrigting opgeplak hou.

(3) 'n Werkgever wat voornemens is om enige aansporingswerkstelsel wat in swang is of die skale wat daarkragtens van toepassing is, in te trek of te wysig, moet sy werknemer wat volgens sodanige stelsel werk, minstens 1 maand kennisgewing van sodanige voorneme gee: Met dien verstande dat 'n werkgever en sy werknemer oor 'n langer tydperk van kennisgewing kan ooreenkom, en in dié geval moet die werkgever minstens die tydperk van kennis gee waarvoor ooreengekom is.

(4) Ondanks andersluidende bepalinge in hierdie klousule hoef 'n werkgever nie 'n los werknemer kennis te gee van sy voorneme om enige aansporingswerkstelsel in te voer of dit in te trek of dit te wysig nie.

(5) 'n Werwer wat by ooreenkoms met sy werkgever kommissiewerk onderneem, moet deur sy werkgever, voordat sodanige werk begin, voorsien word van 'n ware afskrif van die ooreenkoms of 'n staat wat die voorwaardes van die ooreenkoms uiteensit, en dié moet die volgende insluit:—

(a) Die week- of maandloon wat aan die werwer betaalbaar is, waar sodanige loon hoër is as dié voorgeskryf in klousule 4 (1) vir sodanige werwer, en die kommissieskaal of -skale en die betalingsvoorwaardes daarvan;

(b) die gebied waarin die werwer verplig of toegelaat word om te werk; en

(c) die dag van betaling van kommissie ten opsigte van bestellings wat deur die werkgever aangeneem word vóór die beëindiging van die dienskontrak: Met dien verstande dat sodanige betaaldag op of voor die laaste werkdag moet wees van die kalendermaand wat volg op die maand waarin diens beëindig was.

(6) Die voorwaardes van die ooreenkoms bedoel in subklousule (5) moet geldelik nie minder gunstig vir die werwer as hierdie Ooreenkoms wees nie: Met dien verstande dat die ooreengekome datum van betaling van besoldiging aan 'n werwer op kommissiewerk ooreenkomstig die Ooreenkoms moet wees en in hierdie opsig is die bepalinge van klousule 5 (1) nie op sodanige betaling van toepassing nie.

(7) Behoudens die bepalinge van klousule 5 (6) moet 'n werkgever aan sy werwer wat op kommissiewerk in diens is, besoldiging betaal teen minstens die skaal waarvoor daar tussen hulle ooreengekom is: Met dien verstande dat, ongeag die getal of waarde van bestellings deur die werkgever aangeneem, die besoldiging van sodanige werwer ten opsigte van enige tydperk minstens die moet wees wat aan hom verskuldig sou wees vir daardie tydperk kragtens klousule 4 (1).

(8) 'n Werkgever of 'n werwer wat voornemens is om 'n ooreenkoms in te trek, of te onderhandel vir 'n wysiging van 'n ooreenkoms ten opsigte van kommissiewerk, moet skriftelik kennis van sodanige voorneme gee en die tydperk van sodanige kennisgewing moet minstens dié wees wat vereis word om die dienskontrak van sodanige werwer kragtens klousule 14 te beëindig.

(3) *Compensation for work on a Sunday.*—Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding 4 hours, not less than his daily wage;

(ii) if he so works for a period exceeding 4 hours, at a rate not less than double his ordinary wage in respect of the total period worked by him on such Sunday, or not less than double his daily wage, whichever is the greater, or

(b) pay him at a rate not less than 1½ times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 7 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage: Provided that where such an employee is required or permitted to work for less than 4 hours on such Sunday he shall be deemed to have worked for 4 hours.

(4) This clause shall not apply to a casual employee or a watchman or any employee if and for so long as he is in receipt of a regular wage at a rate of not less than R200 per month.

10. INCENTIVE WORK.

(1) An employer may, after at least one week's notice to his employee, other than a canvasser, introduce any incentive work system and, save as provided in clause 5 (6), the employer shall pay such employee, who is employed on such incentive work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than:—

(a) In the case of an employee other than a casual employee, in respect of each week in which incentive work is performed, the amount which he would have been required to pay such employee for that week had he been remunerated on the basis of time worked;

(b) in the case of a casual employee, in respect of each day on which incentive work is performed, the amount which he would have been required to pay such employee for that day had he been remunerated on the basis of time worked.

(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in sub-clause (1).

(3) An employer who intends to cancel or amend any incentive work system in operation or the rates applicable thereunder shall give his employee employed on such system not less than one month's notice of such intention: Provided that an employer and his employee may agree on a longer period of notice, in which case the employer shall give not less than the period of notice agreed upon.

(4) Notwithstanding anything to the contrary in this clause, an employer need not give a casual employee notice of his intention to introduce any incentive work system or to cancel or amend it.

(5) A canvasser who by agreement with his employer undertakes commission work shall be supplied by his employer, before such work is commenced, with a true copy of the agreement or a statement setting out the terms of the agreement, which shall include:—

(a) The weekly or monthly wage payable to the canvasser, where such wage is higher than that prescribed in clause 4 (1) for such canvasser, and the rate or rates of the commission and the conditions of entitlement thereto;

(b) the area in which the canvasser is required or permitted to work; and

(c) the day of payment of commission in respect of orders accepted by the employer before termination of the contract of employment: Provided that such day of payment shall be not later than the last work day of the calendar month succeeding the month during which employment was terminated.

(6) The terms of the agreement referred to in subclause (5) shall be financially not less favourable to the canvasser than this Agreement: Provided that the due date of payment of remuneration to a canvasser on commission work shall be in accordance with the agreement and in this respect the provisions of clause 5 (1) shall not apply to such payment.

(7) Save as provided in clause 5 (6), an employer shall pay to his canvasser who is employed on commission work remuneration at not less than the rate agreed upon between them: Provided that, irrespective of the number or value of orders accepted by the employer, the remuneration of such canvasser in respect of any period shall be not less than that which would be due to him for that period in terms of clause 4 (1).

(8) An employer or a canvasser, who intends to cancel, or to negotiate for an alteration of an agreement in regard to commission work, shall give written notice of such intention and the period of such notice shall be not less than that required to terminate the contract of employment of such canvasser in terms of clause 14.

11. GETALSVIRHOUDING.

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde nasiener, skoonmaker, klerk, fynstopper, faktuurklerk of depotassistent in diens neem nie, tensy hy onderskeidelik in sy diens 'n gekwalifiseerde nasiener, skoonmaker, klerk, fynstopper, faktuurklerk of depotassistent in sy diens het, en vir elk sodanige gekwalifiseerde werknemer, mag hy hoogstens een ongekwalifiseerde werknemer van dieselfde klas in diens hê.

(2) Vir die toepassing van hierdie klousule—

(a) mag 'n werkgewer bestuurder wat uitsluitlik of hoofsaaklik die werk verrig van 'n besondere klas werknemer, as 'n gekwalifiseerde werknemer van daardie klas geag word;

(b) mag 'n werknemer wat die werk van 'n besondere klas werknemer verrig en minstens die loon vir 'n gekwalifiseerde werknemer van daardie klas ontvang, as 'n gekwalifiseerde werknemer van daardie klas geag word.

(3) Hierdie klousule is van toepassing op elke inrigting afsonderlik.

12. VERBOD OP INDIENSNEMING VAN ENIGIEMAND ONDER DIE LEEFTYD VAN 15 JAAR.

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

13. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy van sy werknemer vereis om te dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en dit in 'n diensbare toestand hou, en alle sodanige uniforms, oorpakke, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer.

14. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste 4 weke diens minstens 1 werkdag;

(b) in die geval van 'n werknemer wat weekliks besoldig word, na die eerste 4 weke diens, minstens 1 week;

(c) in die geval van 'n werknemer wat maandeliks besoldig word, na die eerste 4 weke diens, minstens 2 weke;

kennis van diensbeëindiging van 'n kontrak gee, of 'n werkgewer of werknemer mag die kontrak sonder kennisgewing beëindig deur aan die werknemer of aan die werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing minstens die volgende te betaal:—

(i) In die geval van 1 werkdag se kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 1 week se kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van 2 weke se kennisgewing, dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang.

Met dien verstande dat dit nie die volgende raak nie—

(i) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige regsgeldige rede te beëindig;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as dié wat in hierdie Ooreenkoms voorgeskryf word;

(iii) die werking van enige verbeurings of boetes wat regtens van toepassing mag wees ten opsigte van 'n werknemer wat dros: Voorts met dien verstande dat waar die loon van 'n werknemer ten tyde van diensbeëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking "ten tyde van sodanige diensbeëindiging ontvang", wanneer 'n werkgewer 'n werknemer in plaas van kennisgewing betaal, geag moet word te beteken "sou ten tyde van sodanige beëindiging ontvang het indien geen aftrekkings ten opsigte van korttyd gedoen was nie".

(2) Waar daar 'n Ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) is, moet die betaling in plaas van sodanige diensbeëindiging ontvang, wanneer 'n werkgewer waaroor ooreengekom is.

(3) Die kennisgewing in subklousule (1) voorgeskryf, mag op enige werkdag gegee word: Met dien verstande—

(i) dat die kennisgewingstyd nie mag saamval nie met, en die kennisgewing nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 7 of enige tydperk van militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, ondergaan;

(ii) dat kennisgewing nie gedurende 'n werknemer se afwesigheid met siekteverlof, toegestaan kragtens klousule 8, gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkgewer in plaas van kennisgewing te betaal, mag sy werkgewer aan homself, uit enige gelde wat hy aan sodanige werknemer uit hoofde van enige bepalings van hierdie Ooreenkoms skuld, 'n bedrag toeëien van hoogstens dié wat sodanige werknemer aan hom in plaas van kennisgewing sou moes betaal het.

11. RATIO.

(1) An employer shall not employ an unqualified checker, cleaner, clerk, invisible mender, invoice clerk or depot assistant, unless he has in his employ a qualified checker, cleaner, clerk, invisible mender, invoice clerk or depot assistant, respectively, and for each such qualified employee he may employ not more than one unqualified employee of the same class.

(2) For the purpose of this clause—

(a) an employer or manager who is wholly or mainly engaged in performing the work of a particular class of employee may be deemed to be a qualified employee of that class;

(b) an employee engaged in performing the work of a particular class of employee and receiving not less than the wage for a qualified employee of such class may be deemed to be a qualified employee of that class.

(3) This class shall apply separately to each establishment.

12. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

An employer shall not employ any person under the age of 15 years.

13. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply and maintain in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear or which by any law or regulation he is compelled to provide for his employee and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

14. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first 4 weeks of employment, not less than 1 work day's;

(b) in the case of an employee paid weekly, after the first 4 weeks of employment, not less than 1 week's;

(c) in the case of an employee paid monthly, after the first 4 weeks of employment, not less than 2 week's;

notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of 1 work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of 1 week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of 2 week's notice, double the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not effect—

(i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts: Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination" shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work day: Provided—

(i) that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 7 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(ii) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement an amount of not more than that which such employee would have had to pay in lieu of notice.

15. DIENSSERTIFIKAAT.

By die beëindiging van 'n dienskontrak, behalwe deur die dros van 'n werknemer, moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat wat wesenlik in die vorm is wat hieronder voorgeskryf word en wat die volle name van die werkgewer en sy werknemer aantoon, asook die bedryf van die werknemer, die datum van aanvang en datum van beëindiging van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging.

Ek/Ons, (a) wat besigheid dryf in die Was-, Droogskoonmaak- en Kleurnywerheid te
sertifiseer hierby dat
by my/ons in diens was (a) vanaf die
dag van 19..... tot die
dag van 19..... as
(b) By diensbeëindiging was sy/haar
(a) loon rand sent per
week/maand (a).

Handtekening van werkgewer of gemagtigde verteenwoordiger.

Datum.....

- (a) Skrap wat nie van toepassing is nie.
(b) Noem bedryf waarin werknemer uitsluitlik of hoofsaaklik in diens was, bv. klerk, werwer, nasier.

16. TYDREGISTERS.

(1) Elke werkgewer wat 5 of meer werknemers het, moet 'n tyd klok of halfoutomatiese tydregistreerstelsel instel wat 'n kaart vir elke werknemer nodig maak waarop die inligting aangedui sal word wat by die Wet op Fabriek, 1941, vereis word.

(2) Elke werkgewer wat minder as 5 werknemers het, moet van dag tot dag 'n presensieregister byhou in die vorm vereis by artikel 9 (2) van die Wet op Fabriek, 1941, van die naam, bedryf en besonderhede betreffende bywoning by die werkgewer se inrigting ten opsigte van elk van sy werknemers, uitgesonderd werwers, insamelaars en drywers van motorvoertuie.

(3) Elke werkgewer bedoel in subklousule (2) van hierdie klousule, uitgesonderd werwers, insamelaars en drywers van motorvoertuie, moet daaglik die vereiste besonderhede betreffende sy aanwesigheid, in die register aanteken, en die register teken. Ingeval die werknemers dit nie kan doen nie, moet die werkgewer die besonderhede opskryf en die register teken.

17. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousules (2) en (3) van hierdie klousule mag die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon om enige regsgeldige rede verleen.

(2) Geen vrystelling van die bepalings van paragraaf (a) of (b) van subklousule (7) van klousule 6 van hierdie Ooreenkoms mag kragtens hierdie klousule aan of ten opsigte van 'n vroulike werknemer wat handarbeid verrig, verleen word nie, tensy met die doel om werk te laat doen—

- (a) wat deur 'n noodgeval vereis word; of
(b) wat nodig is om te verhoed dat grondstowwe wat behandel word en gou kan bederf, onbruikbaar word.

(3) Die Raad bepaal ten opsigte van enigiemand aan wie 'n vrystellingsertifikaat uitgereik word, die voorwaardes waaronder die vrystelling verleen word en die geldigheidsduur van die vrystelling, met dien verstande dat die Raad na goeë dunske, nadat daar 'n week vooraf skriftelik aan die betrokke persoon kennis gegee is, eie vrystellingsertifikaat kan intrek, hetsy die tyd waarvoor die vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat uitreik, deur hom onderteken, met vermelding daarin van—

- (a) die betrokke persoon se naam voluit;
(b) die Ooreenkoms se bepalings waarvan vrystelling verleen word;
(c) die voorwaardes waarop die vrystelling verleen word; en
(d) die geldigheidsduur van die vrystelling.

(5) Die Sekretaris van die Raad moet, waar vrystelling aan 'n werknemer verleen is, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

18. UITGAWES VAN DIE RAAD.

(1) Elke werkgewer moet ter bestryding van die onkoste van die Raad 'n bedrag van 2c per week aftrek van die verdienste van elk van sy werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg, en maand vir maand, en nie later as die 15de dag van elke maand nie, die totale bedrag aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werkgewer moet in die vorm wat die Raad uitreik, na die voorbeeld van Aanhangsel A van hierdie Ooreenkoms, ten opsigte van elke week van elke kalendermaand aan die Raad 'n opgawe stuur van die getal werknemers by hom in diens.

15. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, substantially in the form prescribed below showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

I/We, (a) carrying on business in the Laundry, Dry Cleaning and Dyeing Industry at
hereby certify that
was employed by me/us (a) from the
day of 19..... to the
day of 19..... as (b)
At the termination of employment his/her (a) wage was
rand cents per
week/month (a).

Signature of Employer or Authorised Representative.

Date

- (a) Delete whichever inapplicable.
(b) State occupation in which employee was wholly or mainly engaged, e.g. clerk, canvasser, checker.

16. TIME RECORDS

(1) Every employer having five or more employees shall institute a time clock or semi-automatic time recording system which shall require a card for each employee giving the information as required by the Factories Act, 1941.

(2) Every employer having less than five employees, shall from day to day, keep an attendance register in the form required by section nine (2) of the Factories Act, 1941, of the name, occupation and particulars concerning attendance at the employer's establishment in respect of each of his employees, other than canvassers, collectors and drivers of motor vehicles.

(3) Every employee referred to in subclause (2) of the clause, other than canvassers, collectors, and drivers of motor vehicles, shall daily record the required particulars regarding his attendance in the register, and sign the register. In the event of the employees being unable to do so, the employer shall enter the details and sign the register.

17. EXEMPTIONS

(1) Subject to the provisions of subclauses (2) and (3) of this clause, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) No exemption from the provisions of paragraph (a) or (b) of subclause (7) of clause 6 of this Agreement shall be granted under this clause to or in respect of any female employee engaged in manual work except for the purpose of performing work—

- (a) which is necessitated by an emergency; or
(b) which is necessary to prevent the loss of raw materials in the course of treatment which are subject to rapid deterioration.

(3) The Council shall fix, in respect of any person granted a licence of exemption, the conditions subject to which such exemption is granted, and the period during which such exemption shall operate, provided that the Council may if it deems fit after one week's notice, in writing, has been given to the person concerned, withdraw any exemption licence whether or not the period for which exemption is granted, has expired.

(4) The Secretary of the Council shall issue to every person granted exemption a licence, signed by him, setting out—

- (a) the full name of the person concerned;
(b) the provisions of the Agreement from which exemption is granted;
(c) the conditions subject to which such exemption is granted; and
(d) the period during which the exemption shall operate.

(5) The Secretary of the Council shall, where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

18. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting expenses of the Council, each employer shall deduct the sum of two cents per week from the earnings of each of his employees for whom minimum wages are prescribed in clause 4 of this Agreement. To the amount so deducted the employer shall add a like amount, and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall make a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure A to this Agreement.

19. VAKVERENIGINGLEDIGELD.

'n Werkgewer moet op die skriftelike versoek van sy werknemer elke week 'n bedrag of bedrae, in genoemde skriftelike versoek aangegee, vir ledegeld van die Fondse van die vakvereniging, aftrek van die werknemer se besoldiging, en die bedrag of bedrae aldus afgetrek, op of voor die 15de dag van die eersvolgende maand ná die maand waarin die aftrekking gedoen is, aan die Sekretaris van genoemde vakvereniging stuur.

20. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD.

Elke werkgewer moet aan diegene van sy werknemers wat verteenwoordigers of plaasvervangende verteenwoordigers in die Raad is, alle redelike geleentheid verleen om hul pligte in verband met hul werksaamhede van die Raad te vervul.

21. AGENTE.

Die Raad stel een of meer bepaalde persone as sy agent of agente aan om in die toepassing van hierdie Ooreenkoms behulpzaam te wees; en elke werkgewer en elke werknemer is verplig om so 'n agent toe te laat om die navrae te doen, boeke en/of dokumente te ondersoek en persone te ondervra wat vir hierdie doel nodig mag wees.

22. UITLEGGING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is, en kan ter voorligting van werkgewers en werknemers uitleggings uitvaardig wat nie met die bepalinge daarvan in stryd is nie.

Namens die partye op hede die 20ste dag van Februarie 1967 onderteken.

E. L. GABRIEL, *Voorsitter.*
W. H. ROSS, *Ondervoorsitter.*
A. A. DAVIS, *Assistent-sekretaris.*

AANHANGSEL A.

NYWERHEIDSRaad VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

Aan:

Die Sekretaris,
Posbus 1536,
Kaapstad.

Meneer,

Ek sluit hierby die bedrag van R _____, waarvan besonderhede hieronder voorkom, in as bydraes ingevolge klousule 18 van die Was-, Skoonmaak- en Kleurnywerheid vir die tydperk eindigende _____

Naam van firma _____
Adres _____

OPGAWE VAN WERKNEMERS.

<i>Getal.</i>	<i>Datum.</i>
_____ vir week geëindig _____	
_____ vir week geëindig _____	
_____ vir week geëindig _____	
_____ vir week geëindig _____	
_____ vir week geëindig _____	
Totale getal _____ werknemers teen 2c per week vir _____ weke _____ R _____	
Tel by werkgewer se bydrae van 2c per week per werknemer _____ R _____	
	R _____

Moet voor of op die 15de dag van elke maand saam met u tjek aan die kantoor van die Raad gestuur word.

No. R. 1482.] [22 September 1967.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Was-, Skoonmaak- en Kleurnywerheid (Kaap), gepubliseer by Goewermmentskennisgewing No. R. 1481 van 22 September 1967, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

19. TRADE UNION SUBSCRIPTIONS.

An employer shall, at the written request of his employee, make deductions weekly from the employee's remuneration of any amount or amounts of subscriptions, specified in the said written request to the funds of the trade unions, and shall forward the amount or amounts so deducted to the secretary of the said trade union not later than the fifteenth of each month immediately succeeding the month during which such deductions were made.

20. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

21. AGENTS.

The Council shall appoint one or more specified persons as its agent or agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such agent to institute such enquiries and examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

22. INTERPRETATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

Signed at Cape Town on behalf of the parties on this 20th day of February 1967.

E. L. GABRIEL, *Chairman.*
W. H. ROSS, *Vice-Chairman.*
A. A. DAVIS, *Assistant Secretary.*

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

To:

The Secretary,
P.O. Box 1536,
Cape Town.

Dear Sir,

I enclose the sum of R _____ representing contributions in terms of Clause 18 of the Laundry, Cleaning and Dyeing Agreement as detailed below for the period ending _____

Name of firm _____
Address _____

RETURN OF EMPLOYEES.

<i>No.</i>	<i>Date.</i>
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
Total No. _____ employees at 2c per week for _____ weeks _____ R _____	
Add employer's contributions of 2c per week per employee _____ R _____	
	R _____

To be forwarded with your cheque to the offices of the Council not later than the 15th day of each month.

No. R. 1482.] [22 September 1967.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.
LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Laundry, Cleaning and Dyeing Industry (Cape), published under Government Notice No. R. 1481 of the 22nd September 1967, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 1483.]

[22 September 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap) wat by Goewermentskennisgewing No. R. 1481 van 22 September 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1483.]

[22 September 1967.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).

I, Marais Viljoen, Minister of Labour, hereby, in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspended the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Laundry, Cleaning and Dyeing Industry (Cape), published under Government Notice No. R. 1481 of the 22nd September 1967.

M. VILJOEN,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid.	BLADSY
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